MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop   Band 2: Laptop   Band 3: Tablet   Band 4: Server   Band 5: Storage.

2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.

3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.

4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.

5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.

6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.

8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.

9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.

10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.

11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.

13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.

14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING HP LIST PRICE	LINK:		
2. BAND DISCOUNTS		**CATEGORY CODE**	**MINIMUM DISCOUNT**
BAND 1 DESKTOP		1M	16%
BAND 2 LAPTOP		2M	12%
BAND 3 TABLET		3M	20%
BAND 4 SERVER		4M	14%
BAND 5 STORAGE		5M	20%
Category Exception: Promotions/Smart Buys		PROMO	1%

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

3. THIRD PARTY PRODUCTS		TPH	10%
Category Exception: Third Party Software		TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items		4M16	0%
See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.			

4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services

Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: **http://h71069.www7.hp.com/quickspecs/overview.html#intro**

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.

a. **Big Deal Pricing:** Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.

b. **Cumulative and Special Discounts:** Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.

c. **Additional Bulk/Volume Discount Options:** HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.

d. **Contact HP for detailed list of additional discounts provided.**

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales. The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
   a. Band number
   b. Part # - SKU #
   c. Manufacturer
   d. Description
   e. Minimum Discount
   f. Category Code (This code will be refined during the approval process)
   g. Other fields approved by the Lead State

2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME: _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
   a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
   b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
   c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
   d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
   e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.

2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
   a. Baseline Price List and historic versions
   b. Approved Product and Service Schedule (PSS)
   c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
   d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
   e. Link to the WSCA-NASPO EmarketCenter
   f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
   g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
   h. Sales representatives for participating entities
   i. Purchase order tracking
   j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
   k. Additional Terms may not be posted on the Website without written approval of the Lead State
   l. Link to the WSCA-NASPO EmarketCenter if a State is participating
   m. Information on accessibility and accessible products
   n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
   o. Links to environmental certification, including but not limited to take-back/recycling programs,
   p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf
   q. Service options, service agreements for negotiations when allowed by a participating addendum
   r. EPEAT, Energy Star, etc.
   s. Link to Signed Participating Addendums
   t. Link to Signed Master Agreement
   u. Link to solicitation and Response

3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

**COMPUTER EQUIPMENT
2014-2019**

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement #_____with _____(Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

___Update of Product & Service Schedule   Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
___Quarterly Self Audit   Check this box to verify the Quarterly Self Audit has been completed

___Third Party Product Addition   Provide warranty Guarantee

___Marketing Approval   Attach Materials for review

___Material Website Change   Describe and provide link for review

___Miscellaneous Inquiry   Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____   Name of Requester: _____

_____ Title of Requester:

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
EXHIBIT E - ACTION REQUST FORM (ARF)

ACTION REQUEST FORM
LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

1. OWNERSHIP: Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

2. DUE DATE: Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G – DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~BAND 6: RUGGEDIZED DEVICES. Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.~~ BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard — and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. https://www.revisor.mn.gov/statutes/?id=16C.08

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. Examples of peripherals/accessories/options: Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See http://www.wnpsp.com/index.html.

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

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

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

EXHIBIT C - PCITD ANTICIPATED COMMODITIES to be PURCHASED List

Commodity	Commodity Code	Description
203	203-00	COMPUTER ACCESSORIES & SUPPLIES, ENVIRONMENTALLY CERTIFIED
	203-10	Batteries, Computer & Peripheral, Environmentally Certified
	203-14	Battery Chargers, Computer & Peripheral, Envmt. Certified
	203-20	Braces: Monitor, PC's, CRT's, Printers, Env. Certified
	203-23	Carts, Computer, Environmentally Certified
	203-67	EC: Power Supplies: Surge Protectors, UPS, Switches
	203-72	EC: Printer Acce & Supplies: Chemicals, Inks, Cartridges
	203-84	EC: Storage Devices for Tapes & Diskettes: Containers, Racks
	203-87	EC: Tapes, Tape Cartridges, Tape Cassettes, Reels, Labels
	203-91	Tools, Computer, Environmentally Certified
204	204-00	COMPUTER HARDWARE & PERIPHERALS FOR MICROCOMPUTERS
	204-10	Cabinets & Cases: Desktop, Tower, Drives
	204-13	Cables: Printer, Disk, Network
	204-16	Chips: Accelerator, Graphics, Processor, RAM & ROM
	204-19	Communication Boards: Fax, Modem Internal
	204-20	Communication Control Units: Concentrators, Multiplexers
	204-24	Controllers, Programmable: Industrial Control Devices
	204-25	Controllers, Tape: Tape Subsystems
	204-28	Data Entry & Remote Job Entry Devices, Voice Activated
	204-29	Data/File Security Hardware/Software, to Include Encryption
	204-32	Drives, External Jump Drives, Flash Drives
	204-33	Drives, Compact Disk CD ROM, DVR
	204-34	Drives, Floppy Disk
	204-35	Drives, Hard/Fixed Disk
	204-37	Drives, Tape
	204-39	Duplicators, DVD, CD, Hard Drives
	204-42	Expansion/Accelerator Boards: Controller Cards, Video
	204-46	Imaging Systems, Microcomputer Incl. Digital Imaging Network
	204-47	Integrated Hardware-Software I.T. Solution Microcomputer
	204-48	Keyboards
	204-53	Microcomputers, Desktop or Tower based
	204-54	Microcomputers, Handheld, Laptop & Notebook
	204-55	Microcomputers, Multi-Processor
	204-58	Modems, External, Data Communications
	204-60	Monitors, Color & Monochrome CGA, VGA, SVGA
	204-62	Motherboards
	204-64	Network Components: Adapter Cards, Bridges, Hubs, Routers
	204-68	Peripherals, Misc.: Joy Sticks, Mice, Pen Pads, Trackballs
	204-70	Picture Archiving Computer System PACS
	204-71	Plotters, Graphic
	204-72	Power Supplies & Power Related Parts, Internal
	204-75	Printers, Dot Matrix
	204-76	Printers, Inkjet
	204-77	Printers, Laser
	204-79	Printers, Digital
	204-80	Printers, Thermal
	204-82	Printers, Microcomputer Not Otherwise Classified
	204-83	Recycled Microcomputer Hardware & Peripherals
	204-84	Retrieval Systems, Computer Assisted: Indexing, Retrieval
	204-88	Scanners, Document: Handheld, Desktop & High Volume
	204-89	Scanners & Readers, Magnetic Strip
	204-90	Scanners & Readers, Optical & Magnetic: Barcode, etc.
	204-91	Servers, Microcomputer Application, Database, File, Mail
	204-93	Terminals & CRTs: Data Processing Systems
	204-96	Workstations: SPARC, RISC For Use With CAD/CAM

205	205-00	COMPUTER HARDWARE & PERIPHERALS, MICROCOMPUTERS, ENV. CERT
	205-10	EC: Cabinets & Cases: Desktop, Tower Cases, Drive Cabinets
	205-13	Cables: Printer, Disk, Network, Environmentally Certified
	205-16	EC: Chips: Accelerator, Graphics, Memory RAM & ROM, Network
	205-19	EC: Communication Boards: Fax, Modem Internal
	205-20	EC: Communication Control Units: Couplers, Scan Converters
	205-24	EC: Controllers, Programmable: Industrial Control Devices,
	205-25	EC: Controllers, Tape: Tape Subsystems
	205-28	EC: Data Entry & Remote Job Entry Devices, Voice Activated
	205-29	EC: Data/File Security Hardware/Software, Include Encryption
	205-32	EC: Drives, External Jump Drives, Flash Drives
	205-33	Drives, Compact Disk CD ROM, DVR, Environmentally Certified
	205-34	Drives, Floppy Disk, Environmentally Certified
	205-35	Drives, Hard/Fixed Disk, Environmentally Certified
	205-37	Drives, Tape, Environmentally Certified
	205-39	Duplicators, DVD, CD, Hard Drives, Environmentally Certified
	205-42	EC: Expansion/Accelerator Boards: Memory, Processor, Video
	205-46	EC: Imaging Systems, Microcomputer, Digital Imaging Network
	205-47	EC: Integrated Hardware-Software I.T. Solution Microcomputer
	205-48	Keyboards, Environmentally Certified
	205-53	EC: Microcomputers, Desktop or Tower based
	205-54	EC: Microcomputers, Handheld, Laptop & Notebook
	205-55	Microcomputers, Multi-Processor, Environmentally Certified
	205-58	EC: Modems, External, Data Communications
	205-60	EC: Monitors, Color & Monochrome CGA, VGA, SVGA
	205-62	Motherboards, Environmentally Certified
	205-64	EC: Network Components: Adapter, Bridges, Expansion, Routers
	205-68	EC: Peripherals, Miscellaneous: Graphic Digitizers, Mice
	205-70	EC: Picture Archiving Computer System PACS
	205-72	EC: Power Supplies & Power Related Parts, Internal
	205-74	Printer Sharing Devices, Environmentally Certified
	205-76	Printers, Inkjet, Environmentally Certified
	205-79	Printers, Digital, Environmentally Certified
	205-80	Printers, Thermal, Environmentally Certified
	205-82	EC: Printers, Microcomputer Not Otherwise Classified
	205-83	EC: Recycled Microcomputer Hardware & Peripherals
	205-84	EC: Retrieval Systems, Computer Assisted: Indexing, CD ROM
	205-88	EC: Scanners, Document: Handheld, Desktop & High Volume
	205-89	EC: Scanners & Readers, Magnetic Strip
	205-90	EC: Scanners & Readers, Optical Character & Magnetic Type
	205-91	EC:Server, Microcomputer, Database, File, Mail, Network, Web
	205-93	EC: Terminals & CRTs: Data Processing Systems
	205-96	EC: Workstations: SPARC, RISC For Use With CAD/CAM
206	206-00	COMPUTER HARDWARE & PERIPHERALS FOR MINI & MAINFRAME
	206-14	Cables: Printer, Disk, Network
	206-17	Chips: Accelerator, Graphics, Memory RAM & ROM, Network
	206-20	Communication Boards: Fax, Modem Internal, Network Cards
	206-21	Communication Control Units: Concentrators, Multiplexers
	206-23	Communication Processors & Protocol Converters
	206-25	Computer Systems, Digital
	206-27	Computer Systems, Laboratory Control
	206-28	Computer Systems, Process Control
	206-31	Controllers, Disk: Disk Subsystems
	206-32	Controllers, Local & Remote
	206-34	Controllers, Peripheral: Plotters, Printers, Digitizers
	206-36	Controllers, Tape: Tape Subsystems
	206-40	Data Entry & Remote Job Entry Devices, Voice Activated
	206-44	Drives: Compact Disk, ROM
	206-45	Drives: Floppy Disk

209	209-00	COMPUTER SOFTWARE FOR MINI & MAINFRAME COMPUTERS PREPROGR
	209-12	Application Software, Mainframe Computer Incl. Cobal
	209-13	Application Software, Minicomputer
	209-22	Bar Code Software Mini/Mainframe Computer
	209-28	Communications: Networking, Linking
	209-37	Data Processing Software, Mini/Mainframe Computer
	209-38	Database Software
	209-41	Driver & Hardware Support Programs
	209-43	Electronic Data Interchange Translator Software, Mini/Mainfr
	209-44	Educational: Foreign Language, Math, Science, Social Studies
	209-45	E-Mail Software
	209-46	Expert System Software
	209-54	Internet & Web Site Software for Main Frame Computers
	209-56	Inventory Management
	209-64	Personnel Software
	209-69	Project Management
	209-70	Printing Software Mini/Mainframe Computer
	209-82	Scientific, Statistical, Engineering, Math Software
	209-85	Spread Sheet Software
	209-86	Surveying Systems Software
	209-87	Software, Mini/Mainframe Computer Not Otherwise Classified
	209-91	Utilities: Back-up, Firewall, Recovery, Virus Protection
920	920-00	DATA PROCESSING, COMPUTER, PROGRAMMING & SOFTWARE SERVICE
	920-02	Access Services, Data
	920-04	Applications Software For Main Frame Systems
	920-14	Applications Software For Minicomputer Systems
	920-15	Assessment & Profiling Services of Software
	920-18	Computer Aided Design Services
	920-19	Computer Digitizing Services
	920-22	Data Preparation & Processing Services
	920-23	Data Recovery Services
	920-24	Data Conversion Services
	920-25	Diskette, CD Rom & Tape Duplicating Services
	920-28	Emergency Back-up Services & Facilities for Data Processing
	920-31	Installation of Computers, Peripherals & Related Equipment
	920-34	Media Conversion Services
	920-35	Modification of Existing Equipment Including Cost of Parts
	920-37	Networking Services Including Installation, Security & Maint
	920-38	Optical Scanning Services
	920-39	Processing System Services, Data Not Otherwise Classified
	920-41	Retrieval Services, Information
	920-42	Recert/Rehab of Magnetic Media Disk Packs, Tapes
	920-43	Recharging & Remanufacturing of Printer & Fax Cartridges
	920-45	Software Maintenance/Support
	920-46	Software Updating Services
	920-47	Support Services, Computer Includes Computer Warranties
	920-48	Storage Services, Data Media
	920-49	Systems/Executive Software, Main Frame
	920-50	Shredding Services, Computer Components & Peripherals
	920-56	Systems/Executive Software, Microcomputer
	920-63	Systems/Executive Software, Minicomputer
	920-64	System Implementation & Engineering Services
	920-65	System Requirements Quality Assurance Review
	920-77	Teleprocessing Via Proprietary Data Bases
	920-84	Teleprocessing, Business Timesharing
	920-94	Word Processing Software, Main Frame
	920-95	Word Processing Software, Microcomputer
	920-96	Word Processing Software, Minicomputer

939	939-21	Computers, Data Processing Equipment & Acc, Mntnc & Repair
967	967-28	Computer Hardware & Software Manufacturing Services
984	984-00	RENTAL OR LEASE SERVICES OF COMPUTERS, DATA PROCESSING &
	984-12	Bursters, Decollators, Detachers, Rental or Lease
	984-19	Communication Boards, Modems, Processors, Rental or Lease
	984-23	Computers, Micro, Rental or Lease
	984-26	Computers, Mini & Mainframe, Rental or Lease
	984-30	Computer AccRental or Lease: CRT Holders, Wrist Supports
	984-34	Covers & Enclosures: Computer Equipment Rental or Lease
	984-39	Drives, Rental or Lease: CDROM, Hard, Floppy & Tape
	984-54	Peripheral Miscellaneous Rental or Lease: Keyboards,Monitors
	984-57	Power Supplies Rental or Lease: Surge Protectors, UPS
	984-60	Printers & Plotters, Computer All Types, Rental or Lease
	984-83	Scanner & Reader Rental or Lease
	984-87	Terminals, CRTs & Remote Job Entry Devices Rental or Lease
	984-92	Word Processing Equipment Rental or Lease
985	985-74	Software, Computer, Rental or Lease

Agreement Number(s) where required:
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Term Length (if applicable)...

HEWLETT-PACKARD COMPANY CUSTOMER TERMS

1. **Parties.** These terms represent the agreement ("**Agreement**") that governs the purchase of products and services from the Hewlett-Packard Company entity identified in the signature section below ("**HP**") by the Customer entity identified below ("**Customer**").

2. **Orders.** "**Order**" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("**Supporting Material**"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.

3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties' "**Affiliates**", meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.

4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, Orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new Order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.

5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss

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Term Length (if applicable)..

appropriate procedures. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.

6. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

7. **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.

8. **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.

9. **Installation.** If HP is providing installation with the product purchase, HP's site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.

10. **Support Services.** HP's support services will be described in the applicable Supporting Material , which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.

11. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:

    1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
    2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
    3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
    4. malware (e.g. virus, worm, etc.) not introduced by HP; or
    5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

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12. **Professional Services.** HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.

13. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.

14. **Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

15. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.

16. **Product Performance.** All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.

17. **Software Performance.** HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.

18. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.

19. **Services with Deliverables.** If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written

specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.

20. **Product Warranty Claims.** When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.

21. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.

22. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

23. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not

responsible for claims resulting from deliverables content or design provided by Customer.

24. **License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.

25. **Updates.** Customer may order new software versions, releases or maintenance updates ("**Updates**"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.

26. **License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.

27. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.

Agreement Number(s) where required:
HP:..
Customer:...
Effective Date (if applicable):...
Term Length (if applicable)...

28. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.

29. **License Compliance.** HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.

30. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

31. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("**PII**") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.

32. **US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that

Agreement Number(s) where required:
HP:..
Customer:..
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consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

33.   **Global Trade compliance.**   Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.

34.   **Limitation of Liability**.   HP's liability to Customer under this Agreement is limited to the greater of $1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

35.   **Disputes.**   If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

36.   **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

37.   **Termination.**   Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend

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beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

38. **General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of Arizona , excluding rules as to choice and conflict of law.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

Signed for HP: ....
                               [Insert signature]

By: ....
                               [Insert name]

Title: ....
                               [Insert signatory's business title]

HP Entity: ....

Date: ....
                               [Insert date]

Signed for Customer: ....
                               [Insert signature]

By: ....
                               [Insert name]

Agreement Number(s) where required:
HP:……………………………………………………
Customer:……………………………………………
Effective Date (if applicable):…………………………………………………
Term Length (if applicable)…………………………………………………

Title: …………………………………………………………………………………………

[Insert signatory's business title]

Customer Entity: …………………………………………………………………………………………

Date: …………………………………………………………………………………………

[Insert date]

Data sheet
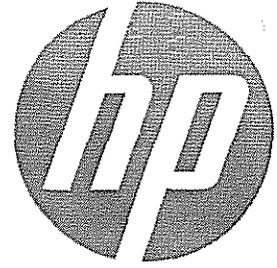
Protect your investment

HP Software Enterprise Support
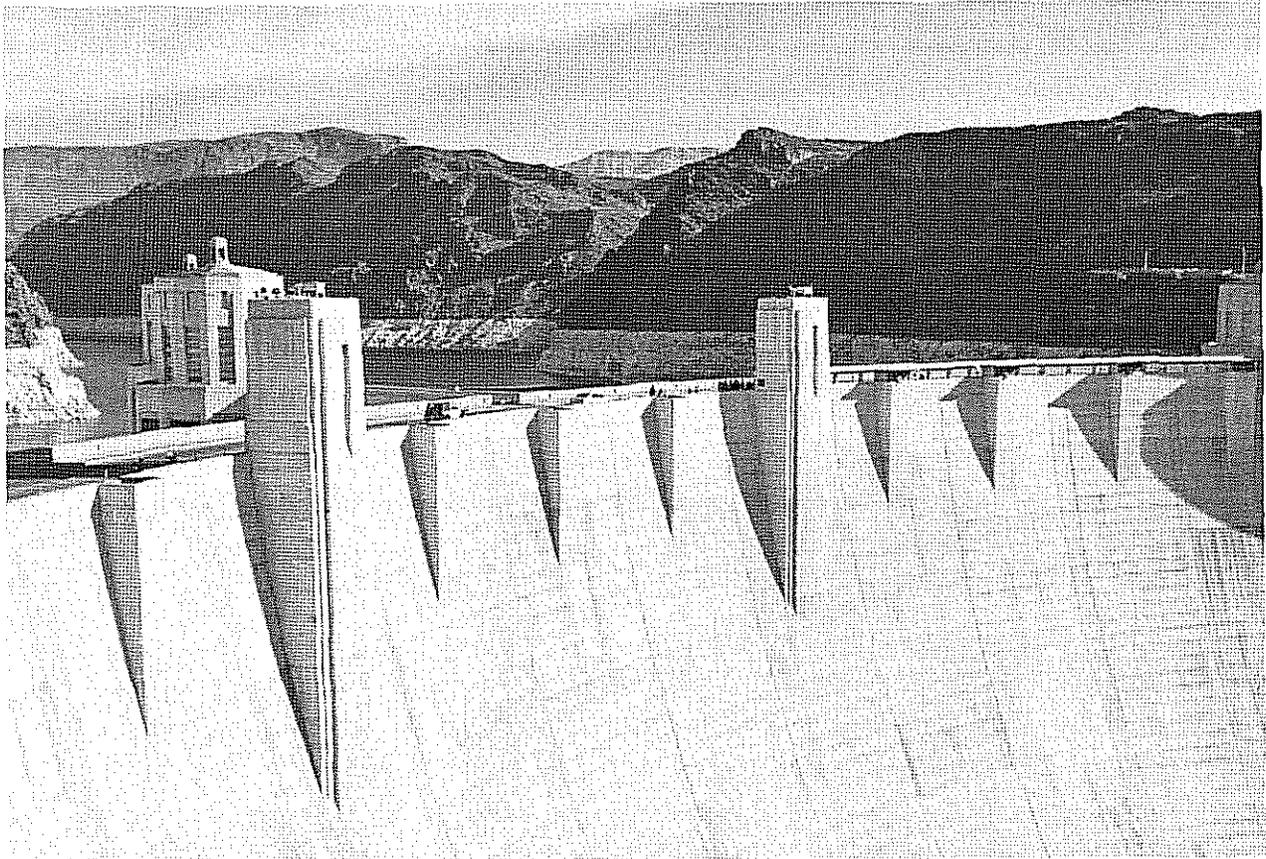
February 2013

HP Software Enterprise Support

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

Protecting your software investment

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

Empower your business with HP Software Support

- **Software updates:** Get the latest updates, new features, and available solutions
- **Access:** Take advantage of online, around-the-clock self-solve support
- **Stability:** Increase system performance and reduce downtime
- **Reduced TCO:** Enable quicker time to resolution and reduce resource consumption
- **Problem resolution:** Gain access to technical resources and HP experts
- **Defined Response Time Objectives:** 1-hour for Impact 1 problems for Enterprise Standard customers
- **Optimization:** Optimize your IT environment with our technical expertise
- **Communication:** Receive proactive notification about new software versions and patches, participate in discussion forums, and search our extensive online knowledge base

For more information on all of our support offerings, visit:
hp.com/go/hpsoftwaresupport/support_options
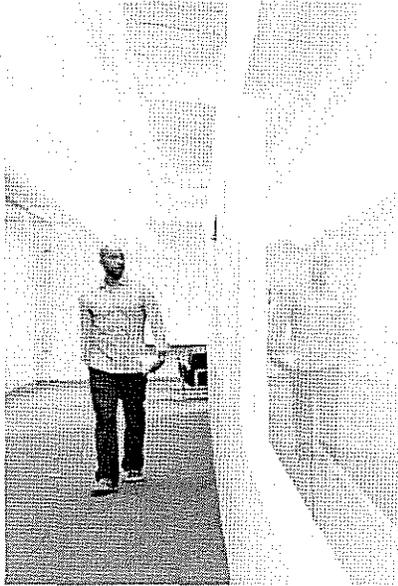
HP Software Support Online

Self-service support at your fingers

Available around the clock, HP Software Support Online (SSO) provides the interactive technical support tools needed to manage your HP Software. It lets your IT staff quickly locate product updates and fixes, access product documentation, self-solve technical problems or log support cases electronically. It also puts a vast array of HP Software knowledge at their fingertips.

SSO enables you to:

- Electronically download the latest software updates and patches for HP Software products
- Search our extensive technical knowledge base for known problems, technical documents, manuals, and patches
- Provides online incident reporting to an unlimited number of users
- Review the list of license products currently covered by your HP Software Support contract
- Register for email notifications for many HP Software product updates and patches
- Log, track, and update cases electronically

Visit SSO: **hp.com/go/hpsoftwaresupport**

Enterprise Priority

Reactive support services

Adding Enterprise Priority boosts the level of reactive support you receive from HP and is an additional service for purchase. If time-to-resolution is a priority to your business, this is the support service you need.

- Your technical incidents are prioritised for support, giving you faster access to HP experts to resolve problems
- Incidents will be owned and worked on a dedicated team, meaning you get priority routing and handling for quicker resolution
- Coordination with third-party vendors if their software is causing the problem

Additional options available for HPSW Enterprise Priority Support offer:

- A Named Advanced Support Engineer (NASE) as your HPSW primary point of contact for products covered by Enterprise Priority support
- Enhanced initial response time for Impact Level One and Two incidents
- Local Language Support delivered by a NASE

Only need business hours support?

If your business has no need for out-of-hours support to run smoothly, you have the choice of HP Software Enterprise Basic Support. This provides the same excellent level of service and is available when you need it most - between 8am and 5pm local time. You can also add HP Software Enterprise Priority support if you would like a higher level of reactive services.

HP Software Support specifications and features

Software Support Online
You have 24x7 access to SSO, including access to product updates, access to an extensive knowledge database, including information regarding known symptoms and proposed solutions, specifications, and technical literature.

Advanced self-solve
After your original case-logging or knowledge-based query, you will receive an intelligent response. Expanded search parameters enable flexible search methods. You can search for specific products and versions. Your search attempts are added to your case history, allowing engineers to detect the problems.

Access to technical resources
You can access our technical resources for assistance in resolving software or operations problems via SSO or telephone.

Support delivery languages
Our worldwide centers are structured to provide you with support in the English language and local language access in most major countries. Depending on language knowledge and resources availability, support may be available in languages such as French, German, Italian, Japanese, Korean, Spanish, Portuguese, Russian, or Chinese (Cantonese and Mandarin). Support outside of standard local business hours may be provided in English only.

Please note: While HP Software continues to develop its support delivery capability for the HP Vertica products, support is primarily delivered in English language only. From time to time, support may be available in other languages but there is no guarantee of availability.

Escalation management
HP has established formal escalation procedures to facilitate the resolution of complex software problems.

Software updates
"Updates" mean bug fixes, patches, and new Major Versions and Minor Versions made generally available by HP, its assignees or successors, to customers with active, current support contracts.

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

The license terms for Updates shall be (a) as described in the HP software licensing terms corresponding to the customer's prerequisite underlying software license, (b) any additional software licensing terms that may accompany Updates provided under this service; and, (c) with respect to non branded HP Software products, in accordance with the current licensing terms of the third-party software manufacturer.

Patches
As new patches become available, HP will post them to SSO for easy access. For select non branded HP Software products, HP will provide instructions on how to obtain the patch through the original software manufacturer.

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

Hardware support
If you have an HP Hardware Maintenance Onsite agreement, Software Support will log a service request to the hardware support organization on your behalf. If you do not have an HP Hardware Maintenance Onsite agreement, Software Support can assist you with logging a per-call service request.

Software versioning

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

Term licenses

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

Non-HP branded products

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

Choice of coverage window

Customers logging technical cases with HPSW through SSO have a choice of four incident Impact levels and four incident Urgency levels from which to select. Customers should select the most appropriate Impact and Urgency levels when logging a case. HPSW support engineers may reassign either Impact or Urgency levels assigned to a case once problem diagnosis has stared if it is determined that either has been set at an inappropriate level.

You have the option to choose between 24x7 or 9x5 coverage depending on support service selected. Response is based on the location of your support contract.

• Enterprise Standard: available 24 hours per day, Monday through Sunday, 365 days per year.

• Enterprise Basic: available between 8 a.m. and 5 p.m. local time on local business days, excluding bank and local public holidays. Response Time Objectives for calls submitted outside the coverage window will apply to the next business day.

The Support Coverage Window provided for HP Vertica products is as follows

• Impact 2-4 issues - 9x5 support available between 8 a.m. and 5 p.m. on local business days, excluding bank and local public holidays. Response Time Objectives for all calls submitted outside this coverage window will apply to the next business day.

• Impact 1 issues only - 24x7 support Monday through Sunday 365 days per year.

Response Time Objectives

Impact Level	Level 1: production system is down	Level 2: major feature/ function failure	Level 3: minor feature/ function failure	Level 4: minor problem
	The HP product is unusable, resulting in a total disruption of work or other critical impact on operations. No workaround is available. Newly received cases will be assessed through discussions with the customer to confirm that they fulfil the criteria, and may be downgraded in priority if they do not.	Operations are severely restricted. A workaround is available.	The product does not operate as designed; there is a minor impact on usage, and an acceptable workaround deployed.	This can be classified as a request for documentation, general information, enhancement request, etc.
Response Time Objectives				
Enterprise Standard customers – 24x7, Monday–Sunday, 365 days per year.	1 hour with prioritized support response	4 hours	6 hours	1 business day
Enterprise Basic customers – 9x5 local business hours and local business days.	2 hours	6 hours	8 hours	1 business day
Response Time Objectives – HP Vertica products				
Enterprise Standard customers.	1 hour – 24x7	4 local business hours 9x5	2 business days	2 business days

Response Time Objectives are typical initial response times to support requests. HP may not actually provide such response within the Response Time Objectives.

For critical applications HP Software offers a 30 minute Response Time Objective option for Impact 1 cases for an additional charge. For more information see Enterprise Priority service and options.

Enterprise Priority service and options

The Enterprise Priority service is an additional service feature available to both Enterprise Standard and Enterprise Basic support, offering prioritized case handling. You have access to a pool of experienced, certified HP Advanced Support Engineers ("ASE") to expedite problem resolution. Access to the features offered by Enterprise Priority service is available between the hours of 8 a.m. and 5 p.m. local time on local business days, excluding bank and local public holidays. Response time SLOs for customers subscribing to Enterprise Priority are as follows:

Impact Level 1 Critical	Impact Level 2 Serious	Impact Level 3 Medium	Impact Level 4 Low
1 business hour	4 business hours	Per Enterprise Standard or Enterprise Basic response time objective	

Response Time Objectives are typical initial response times to support requests. HP may not actually provide such response within the Response Time Objectives.

HP Software Enterprise Priority support is not available for all products on the HP Software portfolio.

HP Software Enterprise Priority service is a prerequisite for all of the HP Software Premier support services. Please work with your HP Software Support Sales representative on HP Software Enterprise Priority Support and Premier Support pricing. Pricing will vary depending on the complexity of your environment.

Enterprise Priority additional options available:

Additional optional services are available to increase the level of service available through Enterprise Priority support. These optional features are subject to additional charge.

- **Named Advanced Support Engineer**

  This option provides for a Named Advanced Support Engineer (NASE) for HP Software products covered by your HP Software Enterprise Priority support. This provides a reactive engineer who will learn your environment and work on your support incidents.

- **30 minute Enhanced Impact 1 (FTC)**

  This option provides a faster level of response for those incidents with the greatest impact to your business. SLO: Thirty (30) minutes.

- **Local Language Support**

  This option provides local language support delivered by a NASE. Support tools are typically English-based. Local language is defined by the country where the support order is placed and is dependent upon resource availability.
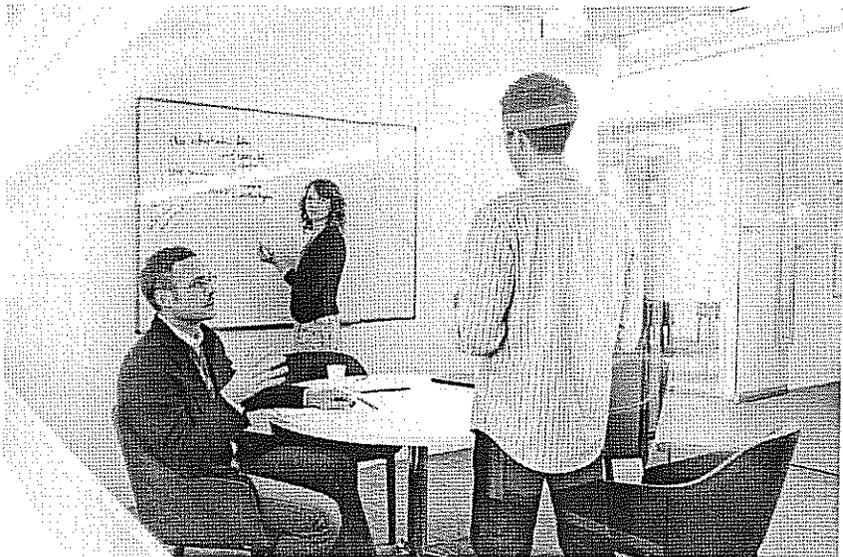
Concurrent support

For any Update delivered under Support, HP authorizes you, for a period of six (6) months from the delivery of said Update to use both the current Software Version and the Update simultaneously at no additional charge ("Update Concurrent Use Period"). With respect to an HP authorized migration, HP authorizes you to use both the current Software Version and the Migrated Software simultaneously ("Migrated Software Concurrent Use Period") for the period of time specified per the categories below at no additional charge. Migrated Software results from an HP authorized migration from a current Software product to a different HP Software product.

Notwithstanding the foregoing, neither the Update Concurrent Use Period nor the Migrated Software Concurrent Use Period (collectively referred to as the "Concurrent Use Periods") may extend beyond End of Support for the current Software product. During the Concurrent Use Periods, you are only authorized to use the Update or Migrated Software to manage the same environment that is currently managed using the current Software Version. At the end of the Update or Migrated Software Concurrent Use Period, your license for the current Software Version will terminate.

HP will classify each Software migration into one of the following four categories:

• Standard (6 month Concurrent Use Period)

• Advanced (12 month Concurrent Use Period)

• Complex (18 month Concurrent Use Period)

• Exceptional (24 month Concurrent Use Period)

End of support

HP will provide full support for all Major Version, Minor Version, and YYYY.MM Versions of products listed at **support.openview.hp.com/pdf/hpsw_products_support_policy.pdf**.

Some products follow the YYYY.MM Version number scheme where YYYY represents the four digit year and MM represents the two digit month in which the product version was released. Full support will be available for either four (4) years from the general availability of a release or for three (3) years from the general availability of a release as set forth in the preceding link ("Committed Support").

HP will offer two (2) additional years of support for products that have reached end of their Committed Support life and for which a successor product or product version is commercially available under Support. An additional charge will be levied for this service ("Extended Support").

Extended Support is limited to:

• Around the clock self-solve support

• Access to technical support engineers

• Access to existing patches and hot-fixes created while the product version was in Committed Support.

No new enhancement requests, patches, fixes, document changes or platform certifications will be made for product versions in Extended Support.

Discontinuation:

If HP discontinues a product and no successor product is commercially available under Support, HP will provide full support for five (5) years from the product's last generally available release date if: (a) you have paid all applicable Support fees to date, and (b) you continue to pay all applicable Support fees.

For a description on how end of support is handled for non branded HP Software products and dependent components, refer to the HP Software Obsolescence Policy at **support.openview.hp.com/pdf/obsolescence_policy_v4_4.pdf**.

The above applies to the latest generally available release as of June 1, 2012 and all future releases, if any, of all HP Software products as listed at **support.openview.hp.com/pdf/hpsw_products_support_policy.pdf**.

For (a) all other releases of HP Software products listed at the above link and (b) all HP Software products not listed at the above link:

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

If HP discontinues a product and does not make another Minor Version commercially available as an Update, HP will provide support for twenty-four (24) months from the date of the product discontinuance notice. HP may discontinue specific Support offerings no longer generally offered by HP upon sixty (60) days notice.

Return to support

If you allow Support to lapse, you may re-enrol only upon completing all of the following: (a) payment to HP of the annual Support fee for the renewal term, (b) payment to HP of one hundred percent (100%) of all annual Support fees that would have been paid had you not terminated Support offerings or lapsed in any applicable Support fee, (c) payment to HP of an administrative fee of fifteen percent (15%) of the total past Support fees to resume Support, if applicable, and (d) changing certain of your hardware or software to meet eligibility requirements of new versions.

Software support eligibility

"For ongoing Support eligibility, Customer must maintain the License Set at the same level of Software Support. "License Set" means all (a) licenses of HP Software Products with the same part number that are part of the same implementation, and (b) technically dependent prerequisite HP Software Products that are part of the same implementation, across all of the Customer's Support Agreement Identification ("SAID") numbers."

For avoidance of doubt, the following examples are provided (Assuming the customer has two License Sets for a given HP Software Product)

HP software license set	Number of licenses	Level of software support needed	Example of acceptable scenario	Example of scenarios not allowed
License Set One for Product A	100	Enterprise Standard	Maintain a valid Software Support contract for all 100 licenses at Enterprise Standard level	**Example no. 1:** • 25 licenses at Enterprise Standard Support • 75 licenses at Enterprise Basic Support **Example no. 2:** • 25 licenses at Enterprise Standard Support • 75 licenses with no valid Software Support contract
License Set Two for Product A	200	Enterprise Basic	Maintain a valid Software Support contract for all 200 licenses at Enterprise Basic level	**Example no. 1:** • 50 licenses at Enterprise Basic Support • 150 licenses with no valid Software Support contract

Customer may not cancel Support for a portion of licenses within a License Set unless Customer, at the time of Support renewal, (i) terminates license rights of the unsupported licenses, or (ii) certifies that the unsupported licenses will not be used and will not receive any of the services provided through Support (the "Certification"). The Certification must be provided by an authorized representative of Customer via a written letter sent to HP according to the notice provisions in Customer's governing Support contract with HP. HP reserves the right to audit Customer's compliance with the Certification at any time. If Customer chooses to resume Support for any of the unsupported licenses covered under the Certification, the Return to Support terms and conditions will apply.

Cancellation

You may cancel Support orders or delete Software from Support effective upon the next Support renewal date with sixty (60) days prior written notice. For multiple year orders which are annually billed, (a) you may cancel your contract with no less than 60 days written notice prior to the next annual anniversary date, and (b) cancellation will be effective from such anniversary date.

HP Software Support terms

This support offering is governed by the HP Customer Terms or another agreement referenced in the quotation for Support services (the "Terms"). All capitalized terms used in this data sheet, but not otherwise defined, will have the meaning assigned to them in the Terms. In the event of conflicts between this data sheet and the Terms, this data sheet shall take precedence. The Support offering set forth in this data sheet is available for the HP Software Hybrid and Cloud, and Vertica product lines. Support delivery begins upon delivery of licenses.

Upgrades

Software upgrades are not a feature of Enterprise support. For clarification purposes only, the HP Software definitions of Upgrades are included below:

• **Upgrade** – License Type Upgrade means upgrading from one type of license to another upon customer purchase. An example would be moving from a Site license to an Area license.

• **Upgrade** – License Quantity Upgrade means upgrading to a higher count of license upon customer purchase. An example would be upgrading from 1000 nodes to 2500 nodes.

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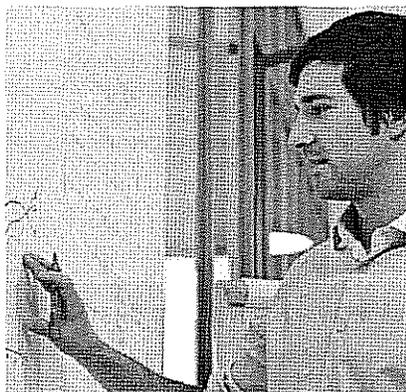
General

a. Exclusions. HP is not obligated to provide warranty services or support for any claims resulting from: 1. Improper site preparation, or site or environmental conditions that do not conform to HP site specifications; 2. Customer's non compliance with HP specification, statements of work or this data sheet; 3. Improper or inadequate maintenance or calibration; 4. Customer or third-party media, software, interfacing, supplies, or other products; 5. Modifications not performed or authorized by HP; 6. Virus, infection worm, or similar malicious code not introduced by HP; or 7. Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by customer or other causes beyond the control of HP.

b. Local availability. Customer may order support from HP current support offerings. Some offerings, features and coverage (and related software) may vary according to HP resources and products in your environment or may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments and reduced coverage hours.

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

d. Service Providers. HP reserves the right and customer agrees to HP use of HP authorized service providers to assist in the delivery of support.

e. Modifications. Customer will allow HP, at HP request and at no additional charge, to modify software to improve operation, supportability, and reliability or to meet legal requirements.

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

Site and product access

Customer shall provide HP access to the software covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the software; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the software; and the other access requirements described in this data sheet. If customer fails to provide such access, resulting in HP inability to provide support, HP shall be entitled to charge customer for the support call at HP published service rates. Customer is responsible for removing any software ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible software, HP will charge customer for the extra work at HP published service rates.

Software support

a. Eligibility. Customer may purchase available software support for
HP branded software only if customer can provide evidence it has rightfully acquired an appropriate HP license for such software. HP will be under no obligation to provide support due to any alterations or modifications to the software not authorized by HP or for software for which customer cannot provide a sufficient proof of a valid license.

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

Use of proprietary service tools for support

HP will require customer's use of certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the customer's system, for delivery of support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to: remote fault management software, network support tools, Insight Manager, Instant Support and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge or in any way encumber or convey the Proprietary Service Tools. Upon termination of support, customer will return the Proprietary Service Tools to HP or allow HP to remove these Proprietary Service Tools.

Customer will also be required to:
a. Allow HP to keep the Proprietary Service Tools resident on customer's systems or sites, and assist HP in running them;

b. Install Proprietary Service Tools, including installation of any required updates and patches;

c. Use the electronic data transfer capability to inform HP of events identified by the software;

d. If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and

e. Provide remote connectivity through an approved communications line.

Customer responsibilities

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

b. Temporary workarounds. Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.

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

d. Authorized representative. Customer will have a representative present when HP provides support at customer's site.

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

Talk to us about HP Software Enterprise Support

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

HP Software Services

Ordering information

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

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

HP Software Enterprise Priority Pool Support is an additional service feature that may be added to either HPSW Enterprise Standard or HPSW Enterprise Basic support and may be ordered using service product numbers HH600A1#26J (upfront 1-year) HH600A3#26J (upfront 3-year).

For more information HP Software Support Services, visit:
hp.com/go/hpsoftwaresupport/support_options

Through our innovative offerings in Support, Software-as-a-Service (SaaS) and Professional Services, we partner with you to help enable your success and ROI.

To access technical interactive support, visit: **hp.com/go/btosoftware** and review Key Resources and Featured Services.

The HP Software IT Experts Community is your place to network, learn, and participate via forums, events, blogs and more. To learn more, visit: **hp.com/go/swcommunity**.

HP Software Global Support Delivery is certified by TSIA as a worldwide Certified Support Staff Excellence Center. Customers can purchase HP Software products with confidence knowing that HP meets high industry support standards. Please see: **www.TSIA.com** for more information.

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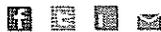
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1. **Applicability.** This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Hewlett-Packard Company and its subsidiaries ("HP"). By downloading, copying, or using the software you agree to this Agreement. HP provides translations of this Agreement in certain languages other than English, which may be found at: http://www.hp.com/go/SWLicensing.

2. **Terms.** This Agreement includes supporting material accompanying the software or referenced by HP, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open source software licenses and similar content ("Supporting Material"). Additional license authorizations are at: http://www.hp.com/go/SWLicensing.

3. **Authorization.** If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.

4. **Consumer Rights.** If you obtained software as a consumer, nothing in this Agreement affects your statutory rights.

5. **Electronic Delivery.** HP may elect to deliver software and related software product or license information by electronic transmission or download.

6. **License Grant.** If you abide by this Agreement, HP grants you a non-exclusive non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only, and is subject to any specific software licensing information that is in the software product or its Supporting Material.

   Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:
   − You may not use software to provide services to third parties.
   − You may not make copies and distribute, resell or sublicense software to third parties.
   − You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't automatically give you a right to receive such updates and HP reserves the right to make such updates only available to customers with support contracts.
   − You may not copy software or make it available on a public or external distributed network.
   − You may not allow access on an intranet unless it is restricted to authorized users.
   − You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
   − You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HP in writing about such modifications.

7. **Remote Monitoring.** Some software may require keys or other technical protection measures and HP may monitor your compliance with the Agreement, remotely or otherwise. If HP makes a license management program for recording and reporting license usage information, you will use such program no later than 180 days from the date it's made available.

8. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.

9. **Copyright Notices.** You must reproduce copyright notices on software and documentation for authorized copies.

10. **Operating Systems.** Operating system software may only be used on approved hardware and configurations.

11. **90-day Limited Warranty for HP Software.**
    - HP-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HP within 90 days of delivery of non-conformance to this warranty, HP will replace your copy. This Agreement states all remedies for warranty claims.
    - HP does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HP in Supporting Material. To the extent permitted by law, HP disclaims all other warranties.

12. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against you that allege that HP-branded software as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on your prompt notification of the claim and cooperation with our defense. HP may modify the software so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to you the amount paid for the affected product in the first year or the depreciated value thereafter. HP is not responsible for claims resulting from any unauthorized use of the software.

13. **Limitation of Liability.** HP's liability to you under this Agreement is limited to the amount actually paid by you to HP for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

14. **Termination.** This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HP. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

15. **General.**
    a. <u>Assignment</u>. You may not assign this Agreement without prior written consent of HP, payment of transfer fees and compliance with HP's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.
    b. <u>U.S. Government</u>. If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under HP's standard commercial license.
    c. <u>Global Trade Compliance</u>. You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the products to any such country. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
    d. <u>Audit</u>. HP may audit you for compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then you will pay to HP such underpayments. If underpayments discovered exceed five (5) percent, you will reimburse HP for the auditor costs.

e. Open Source Components. To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HP written notice, HP will send you a copy of the source code for a reasonable fee.

f. Notices. Written notices under this Agreement may be provided to HP via the method provided in the Supporting Material or if none, via "contact HP" site on www.hp.com.

g. Governing Law. This Agreement will be governed by the laws of the state of Arizona, U.S.A., excluding rules as to choice and conflict of law. You and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

h. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

i. Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If HP doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.

16. **Australian Consumers.** If you acquired the software as a consumer within the meaning of the 'Australian Consumer Law' under the Australian *Competition and Consumer Act* 2010 (Cth) then despite any other provision of this Agreement, the terms at this URL apply: http://www.hp.com/go/SWLicensing.

Achieve more with your software with support from HP

HP Software Customer Support Handbook
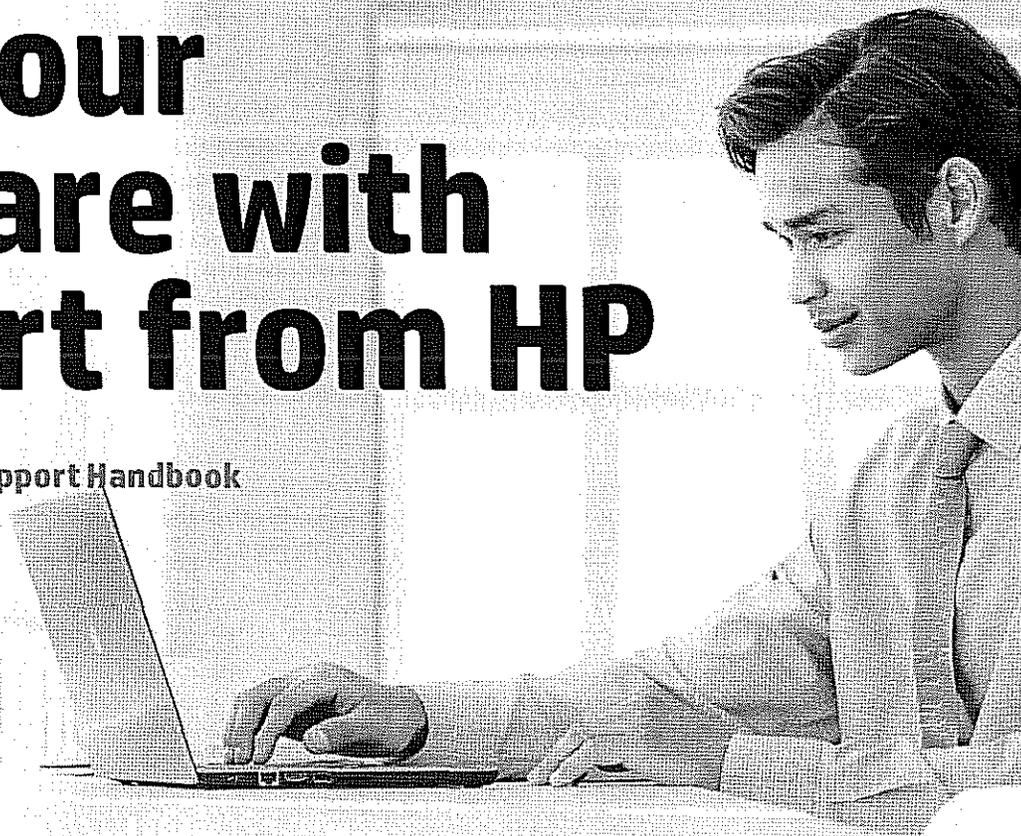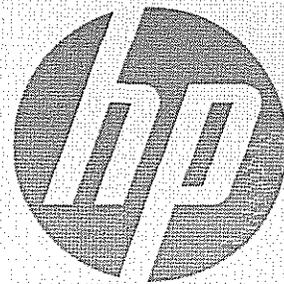
Table of contents

1. Welcome to HP Software Support

Hewlett-Packard's Software Support team is committed to ensuring your success. This handbook provides guidelines and reference materials that will allow you to maximize your HP Software investment. It has never been quicker, easier, or more convenient for you to access our world class service.

While this handbook provides important information on almost everything you need to know about HP Software Support Services, we also want to encourage you to review our HP Software website at hp.com/go/software. For your convenience, please find a one page overview in the form of a Quickstart Guide in the Appendix.

Some restrictions may apply or processes may vary depending on your HP Software product, especially in cases of a third party software product. We try to highlight any differences between HP and third party products and processes in this handbook.

The HP Software Solutions Community, is your place to network, learn, and participate via forums, events, blogs, and more. To learn more, visit: hp.com/go/swcommunity.

Delivery of support is governed by HP Software Support's datasheets and your individual support agreement with HP (collectively, the "Agreement"). To the extent there are any differences between the Agreement and this handbook, the Agreement shall govern.
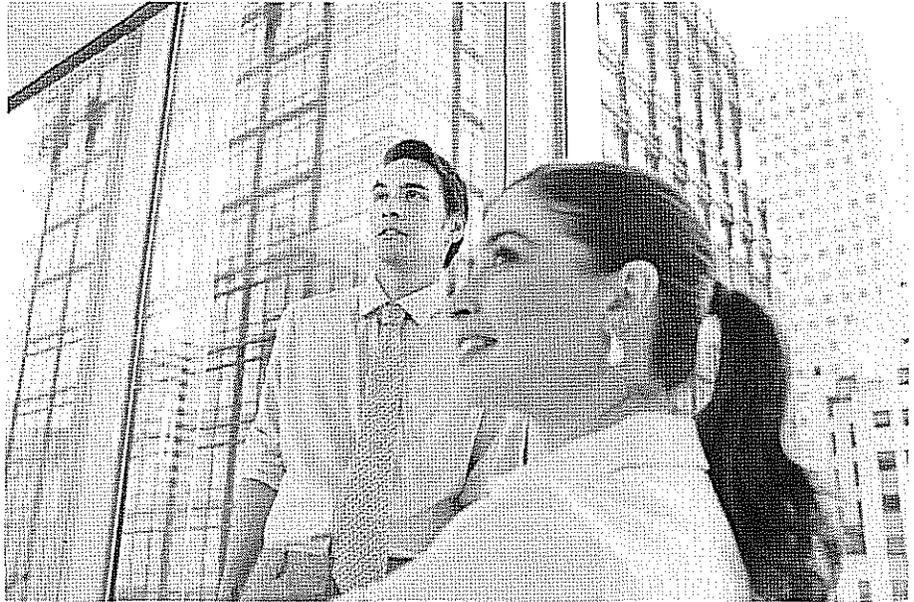
1.1 About HP Software Support

HP offers customers direct, high-quality, responsive technical support. We strive to create a support environment that provides the information you need more quickly, resulting in uptime maximization, availability, and increased revenue generating potential in your environment. HP is dedicated to resolving your software product issues and helping you gain the most value possible from our product solutions.

HP Software Support brings a unique perspective built from serving thousands of HP Software customers for many years. Our Support team consists of experienced engineers with skills in HP Software technologies, as well as multi-platform environments.

HP Software Global Support Delivery is certified by TSIA as a worldwide Certified Support Staff Excellence Center. Customers can purchase HP Software products with confidence knowing that HP meets high industry support standards. Please see TSIA.com for more information.

For more information on our HP Software Services offerings, please visit hp.com/go/hpsoftwaresupport/service_offerings

We offer various levels of support to fit your individual business needs:

9x5	Available between 8:00am and 5:00pm on local business days, excluding local bank and public holidays. Response is based on the location of your support contract. 24x7 access to knowledge base and self-solve, patch downloads and product updates.
24x7	Available 24 hours per day, Monday through Sunday, 365 days per year, with prioritized support response, patch downloads and product updates.
Premier Services	HP Software Premier Services provides a flexible portfolio to help our customers use, support and optimize their software solutions to drive maximum value from their investment.

All offerings above include web based 24x7 self-solve support and HP Software Solutions Community. For more information visit hp.com/go/hpsoftwaresupport

Education	HP Software Education is an innovative learning organization producing world-class training and delivering it in HP Learning Centers around the globe, private forums and virtually online. We help IT professionals extract greater value from their HP Software investments, enabling customers to produce amazing outcomes by bringing innovation to life in the workplace.
Quickstarts	HP Software Professional Services Quickstarts accelerate time to value with packaged software deployment, upgrade and migration services, leveraging best practices developed through years of experience.

2. Important Reference Information

Use this page to keep track of important information specific to your licensing and support agreements with HP.

2.1 My HP Order Number

Your HP Sales Order number is the identifier used for licensing related activities.

2.2 My Support Agreements

A Service Agreement ID (SAID) is your unique support identifier with HP. The SAID is required when contacting HP with questions and for accessing technical support. If you need to log a case and have not received your SAID, please visit support.openview.hp.com/entitlement/contracts and select "Investigate contract" from the left hand menu. If available, please provide your HP Order Number and company name when logging the case, to ensure a quicker resolution. If you have an existing SAID and want to inquire about a support contract, please log a non-technical case at URL hp.com/go/hpsoftwaresupport/casemanager/submitcase and select Problem category "Investigate contract" in the pull-down menu. Both links require an HP Passport account.

Important Reference Information:

My internal order number/ project name:	My HP Order Number(s):	My Service Agreement ID(s):

3. Managing Your Support Relationship With HP

3.1 HP Passport Account

Customers need to log into HP Passport to use various tools, for example Webware and My Updates.

3.1.1 Creating Your Account
To create a new HP Passport account, follow these easy steps:

• Go to the Software Support Online (SSO) website: hp.com/go/hpsoftwaresupport

• Click on "Register" at the top of the screen.

• Create a User ID and Password of your choice.

• Enter all required information.

• Please take the time to complete your entire HP profile because it is used for a variety of different HP websites. To do this, click on "Optional Contact Information".

HP recommends that each user of Software Support Online creates a separate HP Passport User ID under their own personal name. This helps to ensure that case communications are routed to the correct person.

3.1.2 Sign-In
Customers with an existing HP Passport account can sign in by clicking on "Sign-in with HP Passport" next to "Register".

If you forgot your User ID or Password or receive an error message when attempting to log in, please click on "Forgot Password" or "Forgot User ID".

Once signed into HP Passport, you can edit your profile at any time by clicking "Edit your profile" at the top of the page.

3.1.3 Linking an SAID to HP Passport
In order to access additional content, such as advanced self-solve, you will need to add your support contract's SAID.

• First log into HP Passport.

• Then click on "Edit your profile" link at the top of SSD webpage.

• Click on "Edit system handle/SAIDs" link.

• Enter SAID number in box under "Add a contract to your profile", then click "Add".

• You will see any contracts that are already part of your profile.

For more information, visit the SSO tutorial at: support.openview.hp.com/pdf/sso/index.html

3.2 Licensing Information

3.2.1 Activation of product—obtaining your software license
Once you have purchased HP Software products, you will receive an email with instructions for obtaining your licenses and downloading the software if e-media was included as part of your order. Most HP Software products include a 60 day initial "ready to use" license that will allow you to install the product and begin using it right away. To avoid interruption in your use of the product, activate the purchased license before this initial license ends by going to the Licensing portal. To activate your license you will need the Entitlement Order Number (EON) found on the entitlement certificate (a link to the certificate is located on the e-delivery website), license

owner contact information, and locking ID values (if required to generate license). If the license key provided is temporary, the license key you purchased will be emailed to the registered owner within 2 business days. The use of that temporary key is intended for new installations only.

The Activation Quick Start Guide on the licensing portal home page will guide you through this activation process. More detailed "Activation" instructions are found in the "How-to Demos" located on the licensing portal home page. If you require any assistance go to "Contact Licensing Support".

NOTE:

• Third-party product licensing may vary. Information on how to retrieve such license keys can be found on the License Entitlement Certificate.

• HP Software Enterprise License Agreement (ELA) customers utilize the Administration/ Software Activation Website (SAWS) menu at the HP Licensing for Software portal to activate and manage licenses. An HP Passport (HPP) account must be created or updated to connect to the ELA Contract module.

For the following products: HP-UX Codeword requests, RGS Software, Digital Sending Software, please contact one of the following regional support teams:

Americas
Phone: +1 800 538 1733 (US)
hplicense.na@hp.com

Asia Pacific and Japan
sw-codeword@hp.com

Europe, Middle East and Africa
Phone: +44 203 450 53833 (UK)
codeword.europe@hp.com

For out of office hours emergency support, contact one of the other regions. All regions provide support in English.

3.2.2 License Management
Manage entitlements
The manage entitlements feature is part of the asset management capability on the HP Licensing for Software portal.

This functionality allows you to:

• Report against any deployed licenses on behalf of your company account

• Manage your own licenses or those linked to your company (for example, move a license key to another server by changing IP addresses)

For more information on managing your HP Software entitlements, review the Help Guide or the "How-to Demos" available on the License portal home page.

License transfers
When an HP system changes ownership in the used marketplace, HP supports this transaction by permitting the transfer of software licenses for certain software products from one owner to another through HP Software License Transfer process. This license transfer must be carried out in accordance with the published HP Software License Transfer (SLT) process. For more information, visit hp.com/go/slt.

Lost Entitlement Certificate
Your Entitlement or RTU Certificate contains your entitlement order number as well as the HP Software products purchased. While the certificate is not required to request a license, you do need the Entitlement Order Number (EON) shown on the certificate for that purpose. You should retain any certificates for your own reference and for compliance reasons. If your shipment was electronic, you can use the delivery email to download your entitlement certificate.

If you still require assistance, submit a case at http://support.openview.hp.com/casemanager/ newincident and select Licensing in the drop down menu. Accessing this tool requires a HP Passport account. If possible, provide your Entitlement Order Number in the case details.

4. Your Support Contract

In order to log a support case, you will need to provide your SAID found as part of your support contract. Your SAID is a unique identifier for your support contract with HP. The SAID is printed on each contract and should be referenced whenever you are requesting technical support.

In the event that you have not yet received your support contract and SAID, you can still access technical support by calling your local phone number. For a list of local phone numbers, please visit support.openview.hp.com/contact_list.jsp

Your support contract details the HP Software products covered as well as the level of support you have purchased.

4.1 Renewing Your Support Contract

For your convenience, HP generates support contract renewal quotes approximately 90 days prior to expiration of your contract. It is important to review the renewal quote to avoid any disruption in service and support. Any questions pertaining to your quote should be directed to your HP sales representative or contract administrator. The name and contact information of your HP contracts administrator can be found on the quote. To review, revise and renew HP support contracts or to request assistance online, visit hp.com/go/hpsoftwaresupport/contract_maint

You will find links to Support Agreement Manager in your country, also known as HP Express for SMB customers and HP Support Contract Assistant (SCA) for Enterprise customers and partners. The local websites also provide demos on how to use the online tool most effectively.

5. Support Tools

5.1 Software Support Online (SSO)

Software Support Online is an online support tool that provides a fast and efficient way to access interactive technical support tools needed to manage and optimize your business.

You may share your comments and any suggestions on how we can improve your SSO experience via the following URL: support.openview.hp.com/casemanager/feedback.

• Online access to HP Software's large knowledge base

• Online case submittal and tracking

• Discussion Forum

• Support contract management

• Information on available HP Software Services and Support offerings

• Software updates and patches

• Electronic manuals

• Obsolescence policy

• Enhancement requests

• E-Notification of new information about your HP Software products

• Latest information on HP Software Support

For information on how to navigate Software Support Online and to take full advantage of all of its features, please take a few minutes to review the online training guide at support.openview. hp.com/pdf/sso/index.html

5.1.1 Accessing Software Support Online
hp.com/go/hpsoftwaresupport

Software Support Online content is protected with different levels of access:

• Public Content—Content is readily accessible to anyone. It requires no additional authorization to access.

• HP Passport User ID Required—Requires HP Passport user ID and password to access content. To establish an HP Passport account, see section 3.1. Each member of your team should create their own user ID and password.

• Contract Required—Requires an active software support contract and HP Passport account to access content. Linking an active contract to HP Passport can be done by following the easy steps described in 3.1.3 "Linking an SAID to HP Passport".

5.1.2 Software Support Online Tutorial
Please take the time to watch the SSO Tutorial at support.openview.hp.com/pdf/sso/index.html

The tutorial assists HP customers in the effective use of this self-service support website. It provides information on HP Passport, service request manager, self-solve knowledge search, patches, product manuals and updates.

5.1.3 Self-Solve Knowledge Search
HP's self-solve knowledge search provides immediate, easy-to-use recommendations from HP knowledge sources and technical forums. This tool is available 24x7 online to assist you and your staff in finding information needed to resolve software issues. With an improved user-friendly interface and advanced search options, you can get to the information you need even faster.

To access self-solve knowledge, go to the SSO homepage at hp.com/go/hpsoftwaresupport. Select the Tab "Self-solve". You will be prompted to enter the HP Passport account information. You may then enter keywords, questions, phrases or document identifiers.

For your search on known issues follow these easy steps:

1. Enter nothing in the keywords field, and do not change the "Natural language" radio button selection.

2. Specify your product focus as wide or narrow as you would like in the next few fields.

3. Check the "Known Problems" box.

4. Uncheck the default "Knowledge documents" box.

5. Pick a sort order if you like.

6. Click on the "Search" button.

5.1.4 My Updates—Software Update Portal

HP Software Support customers can download the latest version of software from My Updates. You will need your HP Passport log-in and SAID to access My Updates. My Updates can be accessed from the SSO portal at hp.com/software/updates

To download software:

1. Log into My Updates using HP Passport

2. Select or enter SAID

3. Click to accept terms and conditions and click "submit"

4. Click on "Expand All" on the right hand side

5. Click appropriate product version and click on "get software updates"

6. Click on "Get Software"

7. Select appropriate item(s) under "2. Electronic Downloads"

8. Select "Download Directly"

Advantages of My Updates include:

• Direct access using a single sign-on to the portal from Software Support Online at hp.com/go/hpsoftwaresupport > Downloads or directly at hp.com/software/updates.

• Easy download of the latest software version under support.

• Access to all available software update versions.

• Accessible by multiple persons.

Support customers can tie their SAID to their HP Passport profile. Please see section 3.1 on how to do so.

SAIDs will be listed in the users view at My Updates under "select an SAID". Further information on My Updates can be found in the frequently asked questions section of the My Update portal.

Customers can also register for HP Alerts to receive proactive email notifications of product updates, obsolescence, and migration information. This can be done at hp.com/go/swupdatealerts

5.1.5 Patches

Search and download the latest patches: support.openview.hp.com/selfsolve/patches

An active SAID and HP Passport account are required to access patches.

Sign up for email patch notification at support.openview.hp.com/enotification/main

To ensure you receive all relevant patch email notifications, HP recommends that you choose the "All Versions" and "All Operating Systems" options for your Products on the registration form rather than selecting an individual product version and operating system.

Terms of Use

Customer understands the following terms of use for a hotfix, preliminary hotfix, or preliminary patch. These terms are in addition to all other terms and conditions in a customer's end user license agreement.

From time to time, HP may, at its option, provide to a customer with an active support agreement, a hotfix to temporarily provide defect fixes until a generally available patch is released. HP provides hotfixes in critical situations that are time sensitive. A hotfix is intended for temporary use on top of existing HP product installations.

From time to time, HP may, at its option, provide to a customer with an active support agreement, a preliminary hot fix or preliminary patch in order for the customer to test a proposed fix in their specific environment. A preliminary hotfix or preliminary patch may not be applied to a customer's production system without previous written consent of HP R&D. Such consent may be conveyed via email from the HP Software Support organization.

Hotfixes, preliminary hotfixes and preliminary patches have gone through limited test cycles and do not account for variables in the customer's environment. Accordingly, HP cannot guarantee that a hotfix will provide a customer with adequate relief and regressions in other areas of the product may occur. By accepting the hotfix, preliminary hotfixes or preliminary patches, customer understands, and agrees to, this risk. By accepting any hotfix, preliminary hotfixes or preliminary patches, customer agrees that it shall be solely responsible for such and not hold HP liable for any adverse outcome as a result of such acceptance.

Definitions
- A "hotfix" is a deliverable to a customer that is intended to temporarily provide a fix to a customer's production system prior to a generally available patch or release.
- A "preliminary hotfix" (a.k.a. "hotfix preview", "private hotfix", "testing binary") is a pre-release version of a hotfix provided by HP to customer for customer to test to confirm that the hotfix works within the customer's specific, potentially customized, environment prior to the release of the official hotfix.
- A "preliminary patch" (a.k.a. "patch preview", "private patch", "testing binary", "preliminary fix") is a pre-release version of a patch that HP provides to customer for customer to test to confirm that the patch works within the customer's specific, potentially customized, environment prior to the release of the official, generally available patch.

5.1.6 Security Bulletins

Customers can report security issues directly to HP by following three easy steps:

- Go to hp.com
- Select "Contact HP/Customer Service" under "Customer Support" in the bottom right corner
- Select "Report a Software Security Issue" in the upper left corner
- Fill out the form and click "Submit" to report potential security vulnerabilities to the HP Software Security Response Team (SSRT).

To sign up for security bulletins, go to hp.com/go/swupdatealerts

5.1.7 Manuals

Search and download the latest manuals: support.openview.hp.com/selfsolve/manuals

Hardcopy manuals can be ordered directly from ePAC through hp-sw.epac.com. The site also contains a Quick Reference Guide about the order process.

5.1.8 HP Software Support Lifecycle Information

HP Software is committed to providing excellent customer care throughout the product lifecycle. This includes enabling you to determine future strategies for your software investments as supported products and versions reach maturity. For an overview of the most current HP Software product obsolescence policy as well as an overview of end of support announcements, please visit: support.openview.hp.com/encore/products.jsp

Once you subscribe to Software Update Alerts and select the products you wish to be notified about; you will receive email updates on end of support announcements and migration options available. Software Update Alerts can be found at hp.com/go/swupdatealerts

5.1.9 Non-Technical Case Logging

Non-technical case logging provides you with the opportunity to ask questions that are non-technical in nature. Please log such questions at hp.com/go/hpsoftwaresupport/casemanager/submitcase.

Select submit a new service request and then in the service request type drop down box select one of the following:

• Comments on software experience

• ELA administrator request

• Electronic product delivery

• Investigate support contract

• Licensing

• Other

• Physical update shipment

• Sales

• Website Functionality (refers the web functionality assistance with Software Support Online portal only)

Once submitted, an HP representative will be in contact with you regarding your case status. For non-technical cases the Customer Contact Center will respond to your inquiry within 4 hours.

5.1.10 HP Discussion Forums

HP Software support offers both public and private support forums located in the HP Enterprise Business Community. Customers should log into the community and then access the product families page (http://h30499.www3.hp.com/t5/Products/ct-p/sws-ProductFamilies) to see all available software forums. For peer-to-peer technical support and knowledge sharing, customers can access any one of many public forums available. Here, like-minded professionals gather to exchange knowledge, best practices, and experience. Private forums are only visible to HP Software Support customers that are logged into the community. Any forum labeled as a Support Customer Forum is a private forum. Access to these forums is only available to customers with a valid support contract. The Support Customer Forums are staffed by HP Software Support engineers who are available to answer technical questions, as well as share knowledge and provide tips and tricks for using the product. Customers can consider the Support Customer Forums as a first stop into HP Software technical support. Information on the private forums can be found by accessing the forum data sheet (http://h20195.www2.hp.com/V2/GetPDF.aspx/4AA4-1994ENW.pdf).

5.1.11 SSO Live Chat

SSO Live Chat provides you with the opportunity to raise questions in real-time about contracts, entitlement and questions on SSO website functionality. In addition you can ask any other non-technical inquiries using SSO Live Chat. If you have concerns with the progress of your support case, you may also log a Duty Manager request via SSO chat – be ready to provide your contact details and reasons for your concern.

Here is a complete list of topics supported via SSO Live Chat:

• Incorrect case contact information

• Contract validation issue

• Attachment issues via SSO case manager

• Cases not visible

• Self-solve knowledge base issues

• Email notifications

• Products not visible

• Product documentation issues - Manuals section

• Patch downloads

• Product Updates - My Updates section

• Duty Manager requests

SSO chat is operating in 24x5 mode (excluding Saturday and Sunday). To access Web Chat please go to support.openview.hp.com/ and log in using your HP Passport. Look for the chat icon in the bottom left hand corner of the page

5.1.12 Support Matrices
Support matrices provide you with an overview of compatibility of HP Software products with certain operating systems of other software products: support.openview.hp.com/sc/support_matrices.jsp. Access to support matrices requires an active support contract.

5.1.13 Product Defects and Enhancement Requests
Enhancement requests are handled with different response procedures than technical incidents. When received, HP Software Support, product development and product management review each request. A variety of factors weigh into determining whether a request will be implemented including, but not limited to, alignment with strategic direction, technical feasibility and its benefit to a large number of customers. After the initial review of the request, the goal is for HP to perform subsequent reviews yearly to align with standard delivery and release cycles. This is a statement about the goal to perform annual reviews, not a commitment to deliver the enhancement. Updates to the request are added to the record as additional reviews happen and these updates can be viewed by customers on HP Software Support Online (hp.com/go/hpsoftwaresupport). HP cannot guarantee that every request will result in an enhancement. Enhancement requests when implemented, are delivered to customers in new versions of the HP Software product via HP's standard software release mechanisms, not in 'patches' provided against currently released versions

If you have an enhancement request that is critical to your environment and there is an important business impact by not having the feature, you may start the Enhancement Request Escalation Process. This process can only be initialized by your sales representative, as the financial impact of not having this feature needs to be clearly stated.

To log all other enhancement requests, please visit hp.com/go/hpsoftwaresupport. Once on the main SSD page, select "Submit an enhancement request" listed in the shortcut menu. Please note that an active support contract is required.

You can register your email address against an ER and receive proactive emails as the ER progresses through the development process. If your ER was the result of an open support incident and it is not classified as critical, the support incident will be closed and all future updates to the ER will be via the Software Support Online portal.

Product Defects (PDs) must be initiated by logging a support case by the customer and, once a PD is identified, will be submitted by the HP engineer. Critical PDs can be escalated via the Technical Escalation Process. This process will be started by the engineer or the Duty Manager involved.

You can track the status of both, an ER and PD, at Software Support Online by following the instructions below:

1. Go to the SSD Home page: hp.com/go/hpsoftwaresupport

2. Click on Self-solve

3. Log in with your Passport ID

4. Enter your ER or PD ID under "Enter keyword(s), questions, phrases, or document identifiers" box and make sure to check "Known problems" and "Enhancement Requests"

5. Click Search

6. Chose the link of the displayed ER or PD ID to view status.

6. Technical Support

6.1 Logging a Support Case

Technical support entitlement commences on the date of purchase. You can log cases electronically or by phone. Please make sure you have searched the knowledge base before logging a case.

Once you have logged a case, you will receive a Case ID within minutes. When a solution has been defined, your case history will include the resolution; this way you can review your case at any time and retrieve this valuable information for future reference. HP Software Support employs the Follow the Sun support model, ensuring complete coverage for our 24x7 customers.

6.1.1 Before Logging a Case—Information Needed
• Service Agreement IO (SAID)—Contract that contains the product for which you need assistance

• Contact information—Person logging the case

• System information—What product is failing? Which version? What machine is the product running on?

• Problem Description—What does normal system behavior look like?

• Nature of problem—When did the problem begin? What has changed since it last functioned? Can the problem be reproduced?

• Impact Level—What is the business impact of the problem? See definitions for impact levels at support.openview.hp.com/casemanager/help/case-help#impact

6.1.2 Submitting a Case Electronically
Logging a case online is the most efficient and effective way of detailing your problem. Logging cases online allows an unlimited amount of users in your environment to log the case.

Prior to submitting cases online, please make sure to register at Software Support Online by creating an HP Passport account. For details see section 3.1.

You are then ready to log the case at hp.com/go/hpsoftwaresupport/casemanager/submitcase

Cases can be logged 24x7; however, response times are based on the following table according to your level of support. "Response Time Objectives" are typical initial response times to support requests. HP may not always provide such response within the Response Time Objectives.

For newly received Impact Level 1 cases, HP will confirm through discussion with the customer that the case fulfills the criteria of "production application down," and HP reserves the right to downgrade the impact level, if the case does not fulfill such criteria.

6.1.3 Opening a Case by Phone
Please call the HP Response Center in your country. Contact numbers are available at: hp.com/go/hpsoftwaresupport/contact_list. If you have any concerns regarding the progress of a case, please contact the engineer who owns your case to ensure it was properly flagged based on urgency, or contact the on-call HP Software Support Duty Manager to personally address your concerns:

When submitting a case, please make sure to select the appropriate impact and urgency level from the chart blow. Impact is a description of the system condition and urgency is a description speed in which the problem must be resolved.

Definitions	Impact Level 1 Critical	Impact Level 2 Serious	Impact Level 3 Medium	Impact Level 4 Low
	Total Loss of functionality HP product is unusable resulting in total disruption of work or other critical business impact No workaround is available	**Major Loss of functionality** Operations are severely restricted. A workaround is available	**Minor Loss of functionality** Product does not operate as designed, minor impact on usage, acceptable workaround deployed	**Negligible/None** Documentation, general information, enhancement request, etc.
	Urgency Level 1 Critical	Urgency Level 2 High	Urgency Level 3 Average	Urgency Level 4 Low
	Immediate attention required	Prompt attention required	Use standard operating procedures to address event	Use standard operating procedures and as time allows to address event
Response time objectives				
9x5: Local business hours and local business days	2 hours	6 hours	8 hours	1 business day
24x7: Including all bank and public holidays	1 hour with prioritized support response	4 hours	6 hours	1 business day

In the U.S. and Canada, call the HP Response Center at 1-800-633-3600. Say software and your Product name. When prompted you may say or enter a valid SAID.

Outside the U.S. and Canada, please call your country specific Response Center and ask for the person taking your call to engage the HP Software Support Duty Manager.

6.1.4 Status Review

The easiest way to check the status of support cases is by accessing SSO. You may also call HP to request status information. Online case logging allows you to track your case at hp.com/go/hpsoftwaresupport/casemanager/submitcase > Advanced service request search.

In order to track cases online, you will need to create an HP Passport account and edit your profile to include the SAID(s) for your HP Software products. Please see section 3.1 for information on how to link an SAID to your HP Passport account.

The following information describes the possible status that may be assigned:

- **Open:** Case submitted and additional information is needed (subcategory is Callback: customer has requested a call or email from the case owner).

- **Work in progress:** An HP engineer is working on the case (subcategories are Pending customer: HP staff are waiting for the customer to respond/provide required information for case resolution; Pending internal: The engineer assigned to the case is waiting for additional information related to resolution from other HP entities).

- **Suspended:** Time-based "on hold" status based on customer's request.

- **Closed:** The case has been resolved or the customer could not be reached after multiple attempts to contact.

6.1.5 Case Review by HP Software Support Duty Manager

In case of concerns regarding the progress of your case, please contact the engineer who owns the case to make sure it was properly prioritized based on your business situation and urgency. You may also contact the on-call HP Software Support Duty Manager:

In the U.S. and Canada:

You may contact the Duty Manager directly by following these steps:

• Call the HP Response Center at 1-800 633 3600

• Say, "Existing Case"

• Enter Case ID

• Ask for the person taking your call to engage the HP Software Support Duty Manager

Outside the U.S. and Canada:

Please call your country specific Response Center and ask for the person taking your call to engage the HP Software Support Duty Manager. Local HP Software Support Center phone numbers can be found at support.openview.hp.com/contact_list.jsp

Please make sure to emphasize that you want to speak with an HP Software Support Duty Manager because multiple product Duty Managers exist within HP. You will need to provide your case ID and a brief explanation of why you wish to contact the Duty Manager. Our goal is to have an HP Software Support manager respond back to you within 1 hour after your initial request for the Duty Manager. The Duty Manager may not have an immediate solution to your problem but will work with you to understand your difficulty and to agree on a plan to address it. The Duty Manager will also engage an HP Software Support Delivery Manager to make sure the issue has continued visibility once the Duty Manager disengages. The benefit of the Duty Manager process is direct access to an HP Software Support manager for your concerns.

6.1.6 Case Review by HP Software Support Escalation Manager

The Software Duty Manager process (see section 6.1.5) is the initial step for expressing your concerns regarding the progress of your case. The Enhancement Requests (see section 5.1.13) is the initial step for the product development and product management review for your request.

If further attention is required, at your request, the Escalation Process is initiated by an HP representative (Sales, Account Manager, Project Managers, and Delivery Managers), or by engaging the Software Duty Manager (see section 6.1.5).

A formal Escalation may be requested when the standard support process and Software Duty Manager Process has not met your needs, will not deliver an acceptable solution in an agreed time frame, and the situation has a business impact that could be considered critical. The Escalation Team evaluates the best course of action and assigns an Escalation Manager to the situation if appropriate. Formal Escalations are defined as either an Enhancement Request Escalation or a Technical Escalation.

An Enhancement Review Escalation is a situation where resolving the issue would require a change in the product's design or extend the product from obsolescence. You have already initialed and completed the Enhancement Request Process (see Section 5.1.13) and it did not meet your expectations. The financial impact of not having this feature needs to be clearly stated when having your HP representative initiate this Enhancement Review Escalation. Development and/or Product Management will be engaged to review this escalation.

A Technical Escalation is a situation where the normal support process is being used and is not likely to deliver a timely and/or acceptable solution. The main purpose of a Technical Escalation is to accelerate the resolution, engage additional resources where needed and to provide additional management oversight and communication.

6.1.7 Tell us what you think!—Participate in the customer survey

HP Software Support values your thoughts and ideas regarding your overall HP Software Support experience. At the end of each case, please take advantage of the opportunity to tell us how we do.

You can customize your surveys by editing your profile on SSO. Go to hp.com/go/hpsoftwaresupport and sign in. Then go to "Edit your profile" on the top of the page. Under "Edit your additional profile information", you can now find "Customize my Support Survey Preferences".

You can also contact us at any time at software.satisfaction@hp.com, to share your comments.

7. HP Software Solutions Community

The HP Software Solutions Community combines social media technologies with established HP customer communication channels to create a single virtual meeting place where you can get information and interact with your peers and HP Support experts.

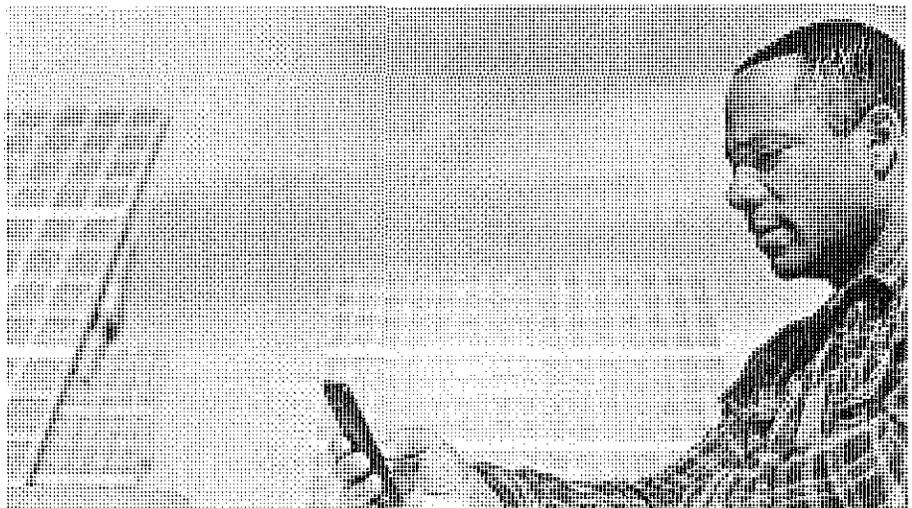Everything you need to get the most out of your HP solutions and support:

• Services, support, and education

• Interaction with your peers

• Access to HP experts

• Blogs, events, articles, and more

• Powerful search capabilities

To join in the discussions, visit hp.com/go/swcommunity.

8. Extending Your Support Offering

HP Software offers a breadth of support offerings that will assist you in optimizing your HP Software environment. HP Software Support programs help you achieve the highest Return on Investment for your HP Software. Our staff augments your staff to best manage HP Software in your IT environment. Maximize your return, improve and maintain continuity, stability, and performance.

For more information on all of our Support offerings, please visit www.hp.com/go/hpsoftwaresupport/support_options. For HP Software Premier Services go to www.hp.com/go/hpsoftwaresupport/premierservices

9. Additional HP Software Services Offerings

We want to help you unlock the full value of your HP Software investment! Please make sure that you review our complete set of service offerings, which include Support, Software-as-a-Service and Professional Services. In case of any questions related to our offerings, contact your HP Sales Representative or HP Software Authorized Partner. You may also visit hp.com/go/hpsoftwaresupport/support_options for more information.

9.1 Education Services

Make the most of HP Software with training from HP at www.hp.com/software/education.

9.2 Consulting

HP Professional Services provides best practice experience and productized services, exclusively focused on HP Software across the landscape of IT initiatives. Professional Services mentors, trains and enables you to align business outcomes with your investment and trust in HP's Software. For more information please visit the BTO Consulting website at hp.com/go/BTOprofessionalservices or our IM Consulting website at hp.com/go/IMprofessionalservices.

9.3 Software-as-a-Service (SaaS)

HP Software-as-a-Service (SaaS) provides a pre-deployed infrastructure over a secure Internet connection, as well as 24x7 support for select HP Software Business Technology Optimization (BTO) products. You achieve your desired business outcomes more quickly while minimizing risk and reducing IT complexity. http://saas.hp.com.

10. Appendix

10.1. Support Contract Sample

The HP Software Support contract usually contains multiple pages. The first page provides high-level information about your account and various contact information. Please make sure that your contact information is always up to date. The second and any following pages go into details as to what HP Software products are part of your support contract.

If a support contract is a renewal support contract, and is no longer covered by the upfront payment as part of the licence purchase, the following two pages (in our example below pages three and four), will then go into payment details. Our example does not include pricing and, therefore, no payment information is listed.

Support Account Overview

AMP ID: 0406855120
Special Terms and Conditions No:

1. Customer address and contact information— states where contract is being sent

Customer Address:
Mr. Contactperson
1234 Contactperson Street
Mount Laurel NJ 08054-4635

Hewlett-Packard Address:
HEWLETT-PACKARD COMPANY
8000 Foothills Blvd MS 5638
ROSEVILLE CA 95747-5638

2. Your HP Contracts Administrator contact information

Customer Contact:
Mr. Contactperson

HP Contact:
Debbie Staines
Tel: 1-800-386-1115 X55475
Fax: 1-800-307-0361
E-mail deborah_staines@hp.com

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then HP's standard terms, as indicated below for the services you purchased will apply. Either one is the "Agreement". Multi-year support renewals are governed by the Exhibit E23 in addition to the Agreement unless otherwise specified.

HP Standard Terms:
For HP Software Support terms and datasheets, visit http://support.openview.hp.com/support_options.jsp
For HP terms for Software-as-a-Service, visit http://link.hp.com/saas50
For all other support terms and datasheets, including information on the format of this document, visit http://h20219.www2.hp.com/services/w1/en/always-on/hardware-support-documentation.html

Your Support Access Options for Service Agreement Customers:

- **Support Contract Assistant(SCA)** - manage your service agreement online, visit www.esca.hp.com
- **HP Support Center** - http://www.hp.com/go/hpsc
- **HP Software Support Online** http://support.openview.hp.com/

3. Support Account Reference is your "account" with HP. It can include multiple support contracts

4. The Service Agreement ID (SAID) is a unique identifier for each support contract. Please provide the SAID when contacting your HP Contracts Administrator or when logging a case

Please have Service Agreement Product/Serial e to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period From	To	Description	Contract Total USD
UNLOCKTHE VALUE	0406 6855 1276	01/01/2013	12/31/2013	sample only	

5. Your support contract start and end date

Support Account Detail

Special Terms and Conditions No:
Your PO Reference:
internal test/support use only
CCRN Number: 0406855120

Support Account Reference: UNLOCKTHE VALUE

HP Reference Number: 2054671313

6. The Reference Number identifies a specific quote or contract

Equipment Address:
HEWLETT PACKARD CO
6000 Irwin Rd
Mount Laurel NJ 08054-4635

Software Update Address:
HEWLETT PACKARD CO
6000 Irwin Rd
Mount Laurel NJ 08054-4635

7. Customer contact person for software products

Hardware Contact:
Mr. Contactperson
Tel:
Fax:

Software Contact:
Mr. Contactperson
Tel:
Fax:

Coverage from: 01/01/2013 to: 12/31/2013

Service Agreement ID: 1040 6855 1276

Product No	Description	Serial No	Coverage Period from: to:	Qty	Price US$
HA107AC	HP Software 24x7 Support				
*** Software Support ***					
	HP Software Technical Unlimited Support				
	SW Technical Support				
	SW Electronic Support				
	24 Hrs Sul Office Days				
	24 Hrs Day 6				
	24 Hrs Day 7				
	Holidays Covered				
	Standard Response				
T3869AA	HP Select Access Ext Site Software LTU		03/31/2013	1	
	Please note HP can no longer support this item from: 03/31/2013				
T7406AA	HP QC with HPT Area to Global SW LTU			1	
T651SAA	HP FT Seat Usr ExistCust SW LTU		04/30/2013	1	
	Please note HP can no longer support this item from: 04/30/2013				
T651SAA	HP FT Seat Usr ExistCust SW LTU		04/30/2013	1	
	Please note HP can no longer support this item from: 04/30/2013				
	HP Software Updates Service				
	License to Use & SW Updates				
	HP Recommended SW Upd Method				
	HP Recommended Disc Upd Method				
T3869AA	HP Select Access Ext Site Software LTU		03/31/2013	1	
	Please note HP can no longer support this item from: 03/31/2013				
T7406AA	HP QC with HPT Area to Global SW LTU			1	
T651SAA	HP FT Seat Usr ExistCust SW LTU		04/30/2013	1	
	Please note HP can no longer support this item from: 04/30/2013				

8. A list of all your HP Software products follows, incl. quantities
Licence to Use (LTU) products are listed twice, once under Technical Support and once under Update Service. Media products will only appear under Update Service

Special Terms and Conditions No:
Your PO Reference:
internal test/support use only
CCRN Number: 0406855120

9. This page will state customer's total amount payable. This usually applies to renewal support contracts, where the support cost is no longer covered by the upfront payment associated with the original licence purchase

Product No	Description	Serial No	Coverage Period from: to:	Qty	Price US$
T651SAA	HP FT Seat Usr ExistCust SW LTU		04/30/2013	1	
	Please note HP can no longer support this item from: 04/30/2013				

Summary of Charges
TOTAL INCLUDING TAX 0.00

10. This page will state the payment schedule for the particular support contract

Payment Schedule as of 12/18/2012

AMP ID: 0406855120

Settlement Period from: From:

support account reference

Applicable tax to be added to the invoice.

10.2 Frequently Asked Questions and Answers

support.openview.hp.com/faq.jsp

Q: What is an SAIO or Service Agreement ID?

A: The HP SAIO is an identifier for your support contract with HP.

Q: Why does a customer need an SAID?

A: An SAID is required for access to secured pages of HP's Software Support Online (SSO) portal. An SAID is also needed for case logging via SSO as well as over the phone.

Q: Our support contract contact name has changed. How can we get the support contract updated?

A: In this case, please contact your Support Sales Representative.

Q: Where can I find my SAID?

A: Your SAID can be found as part of your HP support contract. If you have not received your support contract or you cannot find your SAID, please visit support.openview.hp.com/entitlement/contracts and select "Investigate contract" from the left hand menu.

Q: What is HP Software Support Online (SSO)?

A: HP Software Support Online is a fast, efficient way to access interactive technical support tools and account information for your HP Software solutions. With Software Support Online, you have around-the-clock online access to the information and tools used by HP Software support experts, such as the knowledge database for troubleshooting and product information. SSO also provides the capability to manage your account with access to information and tools for licenses, updates, and patches.

Q: Does user contributed information get posted to SSO's knowledge base?

A: User contribution is considered for possible enhancement of our knowledge base. Although customers do not directly author knowledge at this time, content is created by HP Software Support engineers based on real customer cases and feedback.

Q: How can I set my own search preferences for case searches?

A: We are currently not offering a personalized search memory.

Q: What is the response time for a logged case?

A: Response times vary depending on your level of support and impact level.

Q: How do I find out my HP Order Number?

A: The HP Order Number can be found on your License Entitlement Certificate or Right-to-Use Certificate included in your product shipment. Alternatively you may inquire an HP Order Number investigation via support.openview.hp.com/entitlement/contracts and select "Investigate contract" from the left hand menu.

Q: I can no longer find my License Entitlement Certificate. What can I do?

A: Please log a non-technical case at hp.com/go/hpsoftwaresupport/casemanager/submitcase > Submit a new case > Non-technical/business > Problem Category > Licensing. Please enter Entitlement Certificate copy request in the case title.

Q: Is there an online forum for HP Software users?

A: Yes, a discussion forum is available for HP Software products. The forum is a gathering place for IT professionals to solve problems, exchange ideas and best practices with peers. Plus, HP engineers particiapte in the forum as well to share their advice. Please visit the forum at hp.com/go/swcommunity.

Q: I have only one corporate email account, but would like to create additional HP Passport log-ins. Should I use my personal accounts?

A: No. We recommend you acquire an additional company email address or have a team member create a log-in.

Q: Do I need to enter the SAID into HP SSO with spaces?
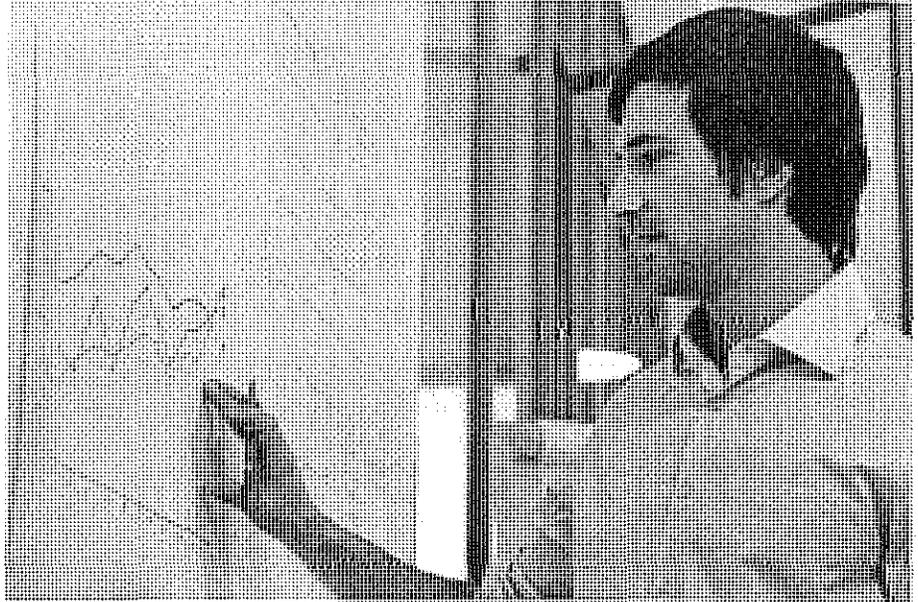
A: No. SSO will automatically delete the spaces.

10.3 Quickstart Guide

This process is provided as an overview on how to best prepare to engage with HP Software Support in order to receive the most efficient and effective support experience.

Areas	Main Steps	Section
A: Basics	**1. Enter Important Reference Information:** <table><tr><td>My internal order number/ project name:</td><td>My HP Order Number(s):</td><td>My Service Agreement ID(s):</td></tr></table>	2
	2. Create HP Passport Account at Software Support Online (SSO): Create your HP Passport credentials at: hp.com/go/hpsoftwaresupport (click on "Register" at top of website)	3.1
B: Start Running Your Software	**3. Obtain Licensing Information:**	3.2
	Obtaining your Licence Key etc. Online: hp.com/software/licensing	3.2.1
	License Management	3.2.2
C: Support Tools & Community	**4. Utilize Standard Maintenance Tools:** • Patches: support.openview.hp.com/selfsolve/patches • Manuals: support.openview.hp.com/selfsolve/manuals • Updates: www.hp.com/software/updates	5
	5. Explore Support Tools: • Self-solve Knowledge Base: support.openview.hp.com/selfsolve/documents • HP Software Solutions Community: hp.com/go/swcommunity	5
D: Logging & Tracking a Support Case	**6. Log & Track a Support Case:** **Technical:** For logging a case, you will need to have the following information in order to have the most efficient and effective support experience: • Service Agreement ID (SAID)—Contract that contains the product for which you need assistance • Contact information—Person logging the case • System information—What product is failing? Which version? What machine is the product running on? • Problem Description—What does normal system behavior look like? • Nature of problem—When did the problem begin? What has changed since it last functioned? Can the problem be reproduced? • Impact Level—What is the business impact of the problem? See definitions for impact levels at support.openview.hp.com/casemanager/help/case-help#impact	6.1
	Non-technical: Non-technical cases could relate to using our website, general licensing, issues with SAID or general issues related to your support contract. Please log such questions at www.hp.com/go/hpsoftwaresupport/casemanager/submitcase. Select submit a new service request and choose from the drop down menu.	5.1.9

Back to contents

tsia | CERTIFIED SUPPORT
STAFF EXCELLENCE CENTER

HP Software Support is here 24x7 to assist you in maximizing your investment in HP Software. Our goal is to help you solve problems faster while providing you with a world class support experience.

—Aileen Allkins, Vice President, HP Software Support

For more information

To ask questions about the Customer Support Handbook or to provide feedback, please go to hp.com/go/hpsoftwaresupport/casemanager/submitcase **> Submit a new service request > Non-technical/business > Other. Please enter Customer Support Handbook in the service request title.**

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HP Software Non-Production Licensing Guide

May 2015

Table of contents

Summary

The HP Software Non-Production Licensing Guide documents the various ways HP Software provides software licenses for Non-Production use to customers.

Definitions

"Cold Standby System" means a standby non-production system which is NOT up and running. If the production system breaks down, or needs to be taken out of service, Licensee is required to switch on and start the Cold Standby System in order to take over for the production system.

"Development System" means a non-production development system which has a software product installed and is to be used for developing software product add-on applications.

"Development and Test Systems" means a Development System and a Test System.

"Hot Standby System" means a non-production system which is up and running, ready to take over from the production system if the production system breaks down or needs to be taken out of service.

"Non-Production" means internal use which is limited to use on Development and Test Systems and /or Hot and Cold Standby Systems.

"Raw Data Size" means the uncompressed data stored in an HP Vertica database as if such uncompressed data had been exported from the database in text format ("Raw Data Size"). HP includes all logical database entities (tables) and all derived and aggregate tables in the Raw Data Size Measurement. Data stored in Flex Tables will be counted as one tenth the capacity stored in a regular table (e.g. 1TB loaded into Flex Tables will count as 100GBs towards the license capacity). HP excludes the following from the Raw Data Size measurement:

- multiple projections (underlying physical copies) of data from a logical database entity (table); i.e. data appearing in multiple projections of the same table is only counted once
- data stored in temporary tables
- deleted data that remains in the database
- data stored in the Write Optimized Store (WOS)
- data stored in system tables such as monitoring tables, data collector tables, query repository tables, Database Designer work tables, etc.
- views
- copies or adaptations for back-up or archival purposes or when copying or adaptation is an essential step in the authorized use of the HP Vertica software

"Test System" means a non-production test system which has a software product installed and is to be used for a) software product migration testing, or b) software product pre-production staging.

Additional license authorizations and restrictions applicable to a software product are found at **www.hp.com/go/SWLicensing.**

Non-production software categories

A software product is placed in one of the four categories, which are described in this section. This document covers HP Software's Autonomy portfolio for Information Management products, HP Software's Enterprise Security portfolio for HP ArcSight and HP Fortify products, HP Software's IT Management portfolio and HP Software's Vertica portfolio. The Enterprise Security portfolio for HP Atalla and HP TippingPoint products are excluded as well as the rest of the HP Autonomy portfolio and HP Exstream products.

Class 1

For Class 1 products, HP provides Non-Production licenses at No Charge for perpetual licenses only. You may receive up to six (6) Non-Production licenses for each production license acquired: one (1) for a use on a Hot Standby System, one (1) for use on a Cold Standby System, one (1) for use on a Development System and three (3) for use on a Test System. HP provides no charge Non-Production licenses for all Enterprise Security, Information Management, IT Management (previously called Hybrid & Cloud) and Vertica products, except those identified as Class 2 and Class 3 products below. Class 1 Non-Production licenses will be provided to customers upon request as described below.

Class 2

For Class 2 products, HP charges for Non-Production licenses in accordance with HP's then-current price list. See Additional License Authorizations documents for a list of the Class 2 product families for which Non-Production licenses are available. Separate product numbers are assigned for these Class 2 Non-Production use licenses and any additional use restrictions will be located in the Supporting Materials.

Class 3

For Class 3 Products, HP does not offer Non-Production licenses. Additional License Authorization documents specify which products covered by that document are Class 3 products. In addition to that, below is a list of the Class 3 products for which Non-Production licenses also are not available. There are no specific Non-Production product numbers for these products on the price list.

- All term licenses.
- Client Automation Center: Persistent Systems Limited Radia Client Automation Enterprise and Persistent Systems Limited Radia Client Automation Standard.

Class 4

For Class 4 products, HP provides Non-Production licenses at No Charge for perpetual licenses only. For each production license acquired, you are entitled to the below. The Non-Production license will not count against the Raw Data Size calculation, but it shall not exceed the Raw Data Size of the original license. The Non-Production license may be used on a Hot Standby or Cold Standby System; however, HP is not responsible for keeping the data between the systems synchronized.

(a) For the purpose of Hot Standby Systems and/or Cold Standby Systems, you may replicate its environment including the object code of the software, identical schema, projections, and data. The Non-Production license may be used on a Hot Standby System and/or Cold Standby System; however, you are solely responsible for keeping the data between the systems synchronized.

(b) For the purposes of Development and Test Systems, you may use a Non-Production license with unlimited Development and Test Systems.

Eligible Products are listed in the Additional License Authorizations document for HP Vertica Analytics Platform software products.

Process for requesting Class 1 and Class 4 Non-Production licenses

If you have an HP order number, you should contact one of the HP Licensing Centers listed at **www.hp.com/software/licensing** to request Non-Production licenses. Please be prepared to provide: original HP order number used for production licenses and products/quantities for the Non-Production request.

If you obtained licenses from HP acquired companies (and do not have HP order numbers), you should submit a support case for a non-technical license request through **www.hp.com/go/hpsoftwaresupport**.

Process for requesting Class 2 Non-Production and Class 3 licenses

You should order Class 2 Non-Production licenses and Class 3 licenses in the same manner that you order a production license.

Support for Non-Production licenses

A pre-requisite to obtaining support for Class 1 and Class 4 product Non-Production licenses is a valid support contract covering the Production license copies of products. Support for Class 1 and Class 4 Non-Production licenses is provided at no additional charge only if the corresponding production products are included in a current support contract with HP..

Support for Class 2 product Non-Production licenses requires a paid support contract for these licenses.

Frequently Asked Questions

Q: Is support free for Class 1 and Class 4 Non-Production licenses ?

A: No, in order to receive support, you must first purchase support on the production license configuration.

Q: Is support free for Class 2 Non-Production and Class 3 licenses ?

A: No, you must acquire support separately for the Class 2 Non-Production license and Class 3 license.

Q: Can a customer request a Non-Production license without purchasing a production license ?

A: No, Non-Production licenses are only provided when you have already purchased production licenses of the same software product.

Get connected
hp.com/go/SWLicensing
Latest version of software licensing documents

Created May 2015; Replaces the November 2014 edition

Exhibit B

Exhibit B-1

Pima County Master Agreement No. MA-PO-16-085

HP Inc.

List of Exhibit product discount as of 10-AUG-15 11.11.06 AM
for exhibit id: QTM00, QTM04, QTM05, QTM07, QTM08, QTM09, QTM10, QTM16, QTM17, QTM
workbook : GMSSRPT.Exhb_product_desc_date

Exhb_Id	Disc col	PL	Prod_Tx
QTQ53	1	US	HP RP5 Trim Bezel No ODD
QTQ50	1	US	HP rp5800 POS i32120 250G 2.0G 27 PC
QTQ50	1	US	U.S. - English localization
QTQ50	1	US	HP rp5800 POS i52400 250G 4.0G 28 PC
QTQ50	1	US	U.S. - English localization
QTM18	1	5U	X2.5 ELLIS/PLUS 18-22.5 S SPEC-BUNDLE
QTN95	1	5X	300GB 10K RPM SAS SFF 1st HDD
QTN95	1	5X	600GB 10K RPM SAS SFF 1st HDD
QTN95	1	5X	300GB 15k RPM SAS 1st HDD
QTN95	1	5X	450GB 15k RPM SAS 1st HDD
QTN95	1	5X	300GB 10K RPM SAS SFF 2nd HDD
QTN95	1	5X	600GB 10K RPM SAS SFF 2nd HDD
QTN95	1	5X	300GB 15k RPM SAS 2nd HDD
QTN95	1	5X	450GB 15k RPM SAS 2nd HDD
QTN95	1	5X	300GB 10K RPM SAS SFF 3rd HDD
QTN95	1	5X	600GB 10K RPM SAS SFF 3rd HDD
QTN95	1	5X	300GB 15k RPM SAS 3rd HDD
QTN95	1	5X	450GB 15k RPM SAS 3rd HDD
QTN95	1	5X	300GB 10K RPM SAS SFF 4th HDD
QTN95	1	5X	600GB 10K RPM SAS SFF 4th HDD
QTN95	1	5X	300GB 15k RPM SAS 4th HDD
QTN95	1	5X	450GB 15k RPM SAS 4th HDD
QTQ54	1	US	HP Promo L6010 Retail LED MNT
QTQ54	1	US	U.S. - English localization
QTQ51	1	US	HP L6010 Retail LED MNT
QTQ51	1	US	U.S. - English localization
QTQ54	1	US	HP Promo L6017tm Retail LED MNT
QTQ54	1	US	U.S. - English localization
QTQ51	1	US	HP L6017tm Retail LED MNT
QTQ51	1	US	U.S. - English localization
QTQ54	1	US	HP Promo L6015tm Retail LED MNT
QTQ54	1	US	U.S. - English localization
QTQ51	1	US	HP L6015tm Retail LED MNT
QTQ51	1	US	U.S. - English localization
QTQ51	1	US	HP Dual Position L6010 Stand
QTQ54	1	US	HP Dual Position L6010 STAND
QTQ51	1	US	HP Ht Adj Stand for Touch Monitor
QTQ54	1	US	HP Ht Adj Touch Monitor STAND
QTQ53	1	US	POSReady 7 32 bit
QTQ53	1	US	U.S. - English localization
QTQ53	1	US	POSReady 7 64 bit

Exhibit B-2
Pima County Master Agreement No. MA-PO-16-139
Hewlett Packard Enterprise

List of Exhibit product discount as of 10-AUG-15 11.04.48 AM
for exhibit id: B1252, D2000, QT764, QTM02, QTM19, QTM52, QTM80, QTM81, QTM89, QTM9
workbook : GMSSRPT.Exhb_product_desc_date

Exhb_Id	Disc col	PL	Prod_Tx
QTR10	1	SH	HP 9000 Series Ballast Option Kit
QT764	1	SH	Factory integrated
QTR10	1	SH	HP 10A IEC320 C14-C13 8ft/2.4m PDU Cable
QT764	1	SH	Factory integrated
QTR10	1	SH	HP 10A IEC320 C14-C13 10ft/3m PDU Cable
QT764	1	SH	Factory integrated
QTR10	1	SH	HP C13-C14 WW 250V 10Amp 1.4m Jumper Crd
QT764	1	SH	Factory integrated
QTR10	1	SH	HP C13C14 WW250V 10Amp1.4m 15PC Jper Crd
QT764	1	SH	Factory integrated
QTR08	1	SH	HP IECC13-C14 .7mWW Cbl
QT764	1	SH	Factory integrated
QTR10	1	SH	HP Cable Management D-Rings Kit
QT764	1	SH	Factory integrated
QTR10	1	SH	HP 100Kg Sliding Shelf
QT764	1	SH	Factory integrated
QTR08	1	SI	HP 15A 125V 15P 12ft US Power Cord
QT764	1	SI	Factory integrated
QTR08	1	SI	HP 20A 250V 20P 12ft/3.7m US Power Cord
QTR10	1	SH	HP 8.3kVA 40A High Voltage WW PDU
QT764	1	SH	Factory integrated
QTR10	1	SH	HP 3.6kVA 16A High Voltage WW PDU
QT764	1	SH	Factory integrated
QT764	1	SH	Factory horizontal mount of PDU
QTR10	1	SH	HP 7.3kVA 32A High Voltage INTL PDU
QT764	1	SH	Factory integrated
QT764	1	SH	Factory horizontal mount of PDU
QTR08	1	SH	HP 9.2kVA 40A High Voltage INTL PDU
QUV64	2	SH	HP 32A HV Core Only Corded PDU
QT764	1	SH	Factory integrated
QT764	1	SH	Factory horizontal mount of PDU
QTR10	1	SH	HP 24A Low Voltage US/JP Modular PDU
QT764	1	SH	Factory integrated
QT764	1	SH	Factory horizontal mount of PDU
QTR10	1	SH	HP 4.9kVA 24A High Voltage NA/JP PDU
QT764	1	SH	Factory integrated
QT764	1	SH	Factory horizontal mount of PDU
QTR10	1	SH	HP 8.3kVA 40A High Voltage NA/JP PDU
QT764	1	SH	Factory integrated
QT764	1	SH	Factory horizontal mount of PDU
QTR08	1	SH	HP 24A HV Core Only Corded PDU

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 16000000000000000085   MA Version: 3   Page: 1

Description: HP Computer Hardware, Peripherals, & Related Services

ISSUER

Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: PAUL TURNER
Phone: 5207243723
Email: paul.turner@pima.gov

TERMS

Initiation Date: 11-01-2015

Expiration Date: 10-05-2016

NTE Amount: $1,635,000.00
Used Amount: $37,445.30

VENDOR

HP Inc

13207 COLLECTIONS CENTER DRIVE

CHICAGO IL 60693

Contact:	HEWLETT-PACKARD
Phone:	480-922-4855
Email:	cynthia.meyers@hp.com
Terms:	0.0000 %
Days:	30

Shipping Method: Vendor Method

Delivery Type: STANDARD GROUND

FOB: FOB Dest, Freight Prepaid

Modification Reason

Amendment of award to decrease award amount by $6,890,000.00 and change contractor name from Hewlett Packard Company to HP Inc.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.

Number of Attachments: 5

Attachment Names: MA 16_085_BOSAIR_AWARD_100615.pdf, HP - Exhibits F - G - H.pdf, HP - Exhibits C - D - E.pdf, HP - Exhibits A - B.pdf, Hewlett Packard - Offer Agreement.pdf

MASTER AGREEMENT DETAILS

Line	Description					
1	HP Computer Hardware/Peripherals - Desktops, Laptops, Tablet					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$0			
2	HP Software - Desktops, Laptops, Tablets					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$0			
3	Software Maintenance & Support - Desktops, Laptops, Tablets					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$0			
4	Hardware Maintenance & Support - Desktops, Laptops, Tablets					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$0			

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 16000000000000000139   MA Version: 1   Page: 1

Description: HP Computer Hardware, Peripherals, & Related Services

I S S U E R

Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: PAUL TURNER
Phone: 5207243723
Email: paul.turner@pima.gov

T E R M S

Initiation Date: 11-01-2015

Expiration Date: 10-05-2016

NTE Amount: $6,890,000.00
Used Amount: $0.00

V E N D O R

Hewlett Packard Enterprise Company

3000 Hanover St

Palo Alto CA 94304

Contact:	Alicia Ornelas
Phone:	888-227-8459
Email:	alicia.ornelas@hpe.com
Terms:	0.0000 %
Days:	30

Shipping Method:	Vendor Method
Delivery Type:	STANDARD GROUND
FOB:	FOB Dest, Freight Prepaid

Modification Reason

Amendment of award to establish new Master Agreement for vendor from Hewlett Packard Company separation.

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MASTER AGREEMENT DETAILS

Line	Description					
1	Hardware - Servers and Storage					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$0			
2	Software - Servers and Storage					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$0			
3	Software Maintenance and Support - Servers and Storage					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$0			
4	Hardware Maintenance and Support - Servers and Storage					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$0			