



## 1. HP SUPPORT SERVICES

The HP Upfront Services and HP System Support as defined below (collectively, "Support Services") are governed by this Section and the Sections, HP TERMS AND CONDITIONS OF SALE AND SERVICE or the HP BUSINESS TERMS.

### A. DEFINITIONS AND SERVICES INCLUDED

1. "HP System Support Upfront Services", "HP System Support Options", "HP Care Pack", or simply "HP Upfront Services" refers to HP's offerings for hardware, software, network, SAN (Storage Area Network), and Mission Critical support. HP Upfront Services are available for purchase by the Customer either at the time of Product purchase, or prior to installation of such Products for which HP Upfront Services are being purchased.
2. "HP System Support Services", "Compaq Services" or simply "HP System Support" refers to HP's offerings for hardware, software, network, SAN (Storage Area Network), and Mission Critical support. HP System Support is available on a contractual basis either for a fixed period or on an open-ended ("evergreen") basis (note that these are not part of HP's Upfront Services offering, as defined above.) HP System Support Services are also referred to as "contractual support".
3. Certain features of HP Upfront Services and HP System Support Services are optional and may be purchased upon request by Customer. Standard and optional features for HP System Support Upfront Services and HP System Support Service, covering HP and specified non-HP systems, are described in the applicable Technical Data sheet and/or Service Description and will be provided pursuant to the specifications set out therein. Such Technical Data sheets and/or Service Descriptions become an integral part of this Section.
4. "Support Services" will mean the collective service offering described in Sub-Sections 1.A.1 and 1.A.2 above.

### B. PREREQUISITES

HP, in its reasonable opinion, will make a determination regarding whether Customer adequately meets the prerequisites for Support Services as outlined in this Section.

1. Uniform Coverage. Unless otherwise agreed by HP, all hardware and software products that constitute the minimum system configuration (a collection of hardware and software that is designated to operate as a functional unit), along with all other such hardware and software products that may be included or attached to such system configuration, must be covered at the same Support Services coverage level. Similarly, the duration period must be the same for all hardware and software products in a particular system for which Support Services is purchased. (i.e., must be coterminous).
2. Connectors and Cables. All products covered under Support Services must be interconnected by cables or connectors listed in the appropriate manufacturer's documentation as compatible with the system. For products that do not meet this requirement, service is available at the applicable standard service rates for such products.
3. Software Support. All HP systems for which execution of diagnostic tests is software-dependent must, at a minimum, be covered by Support Services that provide periodic software updates.
4. Right to Copy Documentation. Customer may copy documentation updates for use with other systems covered by the Support Service that provides software support.
5. Software Licenses. Customer can purchase Support Services only for HP software for which Customer has rightfully acquired an appropriate HP software license pursuant to licensing terms in the Sections, HP TERMS AND CONDITIONS OF SALE AND SERVICE or the HP BUSINESS TERMS.
6. Designated Callers and Training Requirements. All Response Center callers must be generally knowledgeable and trained in system administration, system management, and if applicable, network administration/network management in order to be an authorized caller. HP has the right to review and discuss an authorized caller's prior training and/or experience to determine initial eligibility. In addition, if issues should arise during Response Center interaction that, in HP's reasonable opinion, may be a result of such caller's lack of general experience and/or training, HP reserves the right to request replacement of such caller. Access to HP's Response Center is limited to: Customer system manager(s) for the operating system and subsystem software, if applicable, the network operator for the network, and for Support Services that include SAN coverage; after normal business hours authorized caller; including storage network operator and alternate; if applicable, application software manager and alternate; and if applicable, additional HP Response Center callers, which may be subject to an additional charge. In the absence of any of these managers, the HP Response Center is available for their designated alternates. In the event of a change to the designated caller(s), Customer will inform HP of such replacement within a reasonable time. All Response Center callers must have the proper system identifier, such as the system handle or system serial number, when initiating a call to the Response Center.
7. Remote Support. For HP to provide remote support, Customer must give authorization and provide access to a remote support connection, either internet based or qualified modem, as well as access to one voice-grade telephone line and one data-quality telephone line or network with terminations, or equivalent, near the system. For storage devices using Continuous Track or Instant Support Enterprise Edition, a data quality phone line must be provided for "phone-home" diagnostic technology capability. For some service levels, Customer must allow HP to install and provide HP adequate space for and access to HP-provided equipment, as well as provide connectivity as specified in the applicable Technical Data sheet and/or Service Description for the Support Service.
8. HP IT Resource Center. HP IT Resource Center is available via the worldwide web for certain Support Services. With a Web browser,



Customer can access the specified areas of the HP IT Resource Center. FTP access is required for some electronic services. Designated callers who submit HP Response Center calls via the HP IT Resource Center must meet the same training requirements set forth in Sub-Sections 1.B.6 above. Use of HP support tools available via the HP IT Resource Center requires agreement to the HP Support Tool License Terms.

9. Country Boundaries. All systems supported by one Customer system manager must be located within the same country.
10. Eligibility. To be eligible for certain coverage levels and Support Services offerings, Customer may be required to meet a minimum monthly billing amount specified by HP.
11. Central Order Group (selected products ONLY). This provision only applies to Customers who have purchased certain Support Services in regards to the designation of the Central Order Group by HP. The Central Order Group is defined as the particular system within a grouping of systems in a Customer's environment that has the fastest processor speed and largest number of users. The Central Order Group must have only one Customer system manager. Unless otherwise agreed, HP will designate which system constitutes the Central Order Group based upon the criteria defined above. Except for certain designated mission critical environments, both the Central Order Group and add-on order groups (connected systems) must be of the same HP or non-HP product family and must collectively have the same Customer system manager.

#### C. SERVICE LIMITATIONS

1. Hardware, Software, SAN and Network Support. Any services involving hardware, software or network-related problems not covered by Support Services, will be subject to the applicable standard services rates for such products.
2. Maximum Use Limitations. For those products that have a maximum usage limit, such as a specified page limit, as set forth in the applicable Operating Manual, Technical Data Sheet, or Service Description, any such Products operated in excess of their maximum usage rate are not eligible for Support Services, but can be serviced at the applicable standard service rates for such products.
3. Interfaces and Accessories. HP may cover cables, connectors, accessories and interfaces under the same hardware service level purchased for the products with which they are used.
4. Supported Software Versions. Unless otherwise agreed by HP, HP provides HP Support Services only for the current and immediately preceding versions of HP software, and only when the software is used with hardware that is included in HP-specified configurations. A version is defined as a release of a software product that contains new features, enhancements, and maintenance updates. If support coverage lapses, additional fees may be required to resume support coverage. HP will support specified versions of selected non-HP software, but will not support the software any longer than the vendor supports it. For non-HP software, HP provides Support Services only for software versions that are documented as supported on specified configurations. HP will be under no obligation to provide Support Services should it be required due to alterations or modifications to code.
5. Non-HP Software. For non-HP Software, Support Services are limited, unless otherwise specified by HP, to telephone assistance, and if available to HP from the third-party software vendor or other appropriate provider, patches, workarounds, and updates.
6. HP Software on Non-HP Systems. Support Services for certain HP software products used with designated non-HP systems is limited to the support deliverables specified in the applicable Technical Data Sheet and/or Service Description. Customers must maintain HP-supported non-HP software at a code revision level specified by HP.
7. Network Software Coverage without Network Support. Support for HP network software that provides multivendor node connectivity is limited to product-usage and problem-solving assistance and software update materials, unless network support is purchased.
8. Travel Zones. Customer sites located beyond one hundred (100) miles (160 kilometers), with the exception of HP's mission critical Support Services offering, in which case for those sites located beyond fifty (50) miles, of a primary HP support office may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
9. Availability. Some Support Services features and coverage levels are subject to local availability.
10. Consumables, User Replaceable Parts, Maintenance Kits, and other Supplies. Support Services do not include the provision, return/replacement, or installation of supplies or other consumable items including but not limited to, accessories, operating supplies, magnetic media, print heads, ribbons, toner, and batteries.
11. Out of Coverage Hours. Customer requests for Support Services, or for HP installation and configuration services, that are scheduled after HP's locally defined, standard business hours may be subject to HP standard after hours service rates (unless Customer has specifically purchased the applicable after hours coverage for such Support Service).

#### D. CUSTOMER RESPONSIBILITIES

1. Product List. Customer will be responsible for the overall listing of hardware and software products under Support Services, including the accuracy of such listing, the location of the products, serial numbers, the HP-designated system handle(s), and their associated coverage levels, including any subsequent changes to such listing, as required, throughout the applicable Support Services coverage period.
2. Access. Customer must provide HP with the following:
  - a. Access to the products covered under HP Upfront Services and HP System Support.



- b. Adequate working space and facilities within a reasonable distance of the products.
- c. Access to and use of all information, internal resources, and facilities determined necessary by HP to service the products.
- d. For the scheduled support level, Customer must designate a single work area acceptable to HP at Customer site. This area must include shelves or racks for incoming and outgoing products, adequate open bench workspace, adequate power and lighting, and access to a telephone. Before having a product serviced under the scheduled support level, Customer must:
  - i. Maintain a written log of model number, serial number, and current failure symptoms and be prepared to provide this information to HP upon request.
  - ii. Locate all failed units to be repaired during a scheduled visit at the designated work area before the HP Customer Engineer arrives.
  - iii. Call HP the workday before the day of the scheduled visit to provide information regarding the number and type of products requiring repair.
- 3. Operating Procedures. Customer must follow routine operating procedures as specified in the manufacturer's product operation manual(s).
- 4. Diagnostic/Maintenance Software (selected products). HP will require the use of certain system and network diagnostic and maintenance programs (herein after referred to as "Proprietary Service Tools") for delivery of Support Services under certain coverage levels. These Proprietary Service Tools which remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to, remote fault management software, High Availability Observatory ("HAO"), Insight Manager, Instant Support ("IS"), and Instant Support Enterprise Edition ("ISEE"). Such tools may reside on the Customer's system(s) or site(s), and Customer may only use such tools for the purposes covered by HP's permission, and only during the term of the applicable Support Service coverage period. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey these Proprietary Service Tools. Customer will also be required to:
  - a. allow HP to keep such Proprietary Tools resident on Customer's system(s) or site(s), and assist HP in running these Proprietary Service Tools,
  - b. install, maintain, and support such Proprietary Service Tools, including any required updates and patches,
  - c. use the electronic data transfer capability to inform HP of events identified by the software, and
  - d. if required, purchase HP-specified modem and/or data sets for systems having remote diagnosis service. Upon termination of Support Services, Customer will return the Proprietary Service Tools and/or allow HP to remove these Proprietary Service Tools.
- 5. Revision Levels. Customer must maintain all associated system hardware and firmware at the latest HP-specified configuration and code revision level.
- 6. Telecommunication Charges. Customer is responsible for all telecommunication charges associated with using HP IT Resource Center and with installing and maintaining ISDN links and Internet connection, or HP-approved alternatives, to the HP Response Center, including as they relate to the HAO, or other Proprietary Service Tools.
- 7. Temporary Procedures. Customer is responsible for implementing temporary procedures or workarounds while permanent solutions are being sought.

**E. SOFTWARE LICENSE AND COPYRIGHTS**

- 1. Updates. Software updates or revisions furnished in connection with Support Services are subject to the license terms in effect for such Software on the date HP ships the update to the Customer. Any standard commercial software product furnished under such Support Services is subject to the standard commercial Software license terms applicable to the product.
- 2. HP Update Ownership. Customer acknowledges that it does not own and has no right to, title to, or interest in the updates except as set forth in the applicable HP Software License Terms.
- 3. Copyright and Trademark Notices. Customer agrees to reproduce and conspicuously affix copyright and trademark notices from the original software or documentation on each copy of an update that Customer makes or obtains from an electronic data source.

**F. MULTIVENDOR NETWORK COVERAGE**

- 1. Affiliates. HP has developed working relationships with select vendors, known as Affiliates, who assist in the delivery of multivendor support. For purposes of HP's appointment as a Special Agent during multivendor coverage, non-Affiliate refers to other vendors of products in Customer's network.
- 2. Performance of Affiliates and Non-Affiliates. HP is not liable for performance or non-performance of Affiliates and non-Affiliates, their products, or their support services.
- 3. Operational Network. HP must verify Customer's network as fully operational before Support Services, including LAN/WAN network, and Storage Network Environmental support coverage begins. This prerequisite is deemed met if Support Services coverage commences upon completion of HP's network configuration or assessment services. Otherwise, HP performs verification at the applicable standard service rates for such products.



4. Supported Connections. HP must agree upon all network connections and products covered under Support Services with network coverage.
5. Service Requests. Prior to or after placing a service request with HP, Customer will run HP or non-HP product or network diagnostic self-test programs, as appropriate. Customer must then contact the appropriate product vendor if a specific product is found to be at fault. Upon request from HP during a service call, Customer will enable the connection to HP via the network support tool if applicable.
6. Network Information. Customers without the HP network support tool installed must identify current product version numbers and system configuration information for all products on the network. Customer must notify HP when major topology changes occur on the network.
7. Non-HP Service Contracts. To take advantage of Support Services benefits, Customer must purchase service contracts from Affiliates and non-Affiliates that maintain appropriate support service levels for non-HP products.

#### G. MULTIVENDOR NETWORK/WARRANTY MAINTENANCE MANAGEMENT

Should Customer purchase Support Services that include multivendor network coverage and/or warranty maintenance management services that require HP to act as a special agent, additional terms and conditions will apply. Customer and HP will negotiate in good faith such mutually agreeable additional terms. HP will be under no obligation to act as Customer's special agent until such time as these additional terms are agreed upon and executed between the parties.

#### H. MISCELLANEOUS

1. Subcontractors. Notwithstanding anything to the contrary in HP's Sections, HP TERMS AND CONDITIONS OF SALE AND SERVICE or HP BUSINESS TERMS, HP reserves the right and Customer consents to HP's use of subcontractors to assist in the provision of Support Services as HP deems appropriate, without notice to Customer.
2. Replacement Parts. Replacement parts provided under Support Services may include new parts, equivalent to new parts, parts that are functionally equivalent or superior to the replaced part, or whole unit replacements. Replaced parts become the property of HP, unless otherwise agreed, and provided that Customer pays the applicable charge(s) associated for retaining such replaced part(s).
3. Attachments. For certain Support Services, Customer may be required to execute additional Attachments to this Section.
4. Order of Precedence. The order of precedence will be as follows: The HP TERMS AND CONDITIONS OF SALE AND SERVICE or HP BUSINESS TERMS, this Section, the Technical Data Sheet(s), and the Service Description(s). Notwithstanding any reference to Compaq Equipment Corporation U.S. Standard Terms and Conditions or Compaq Equipment U.S. Services Terms and Conditions, or Compaq Services Agreement, HP's Sections, HP TERMS AND CONDITIONS OF SALE AND SERVICE or HP BUSINESS TERMS will govern the provision of Support Services herein.
5. HP Product Warranty Upgrade for ninety (90) day on-site warranty or one (1) year "Return to HP" converted to ninety (90) day on-site warranty. If Customer purchases HP Upfront System Support Services or HP System Support Options for a HP hardware product that carries either a ninety (90) day on-site or a one (1) year return-to-HP warranty converted to ninety (90) day on-site warranty, and the associated Upfront System Support Services or System Support Option service level purchased by Customer does not provide a better service level than the base ninety (90) day warranty, the service level associated with the base warranty will apply for such ninety (90) days. Thereafter, the service level and response time will revert to those defined by the Upfront System Support Services or HP System Support Option purchased by the Customer. A one (1) year return-to-HP warranty must be converted to a ninety (90) day on-site warranty to qualify. Additionally, days of coverage and on-site response times can be upgraded for an additional charge during the warranty period for most hardware products.
6. Warranty Status of Non-HP Products. Irrespective of a particular non-HP product's warranty status, such Non-HP product(s) under Support Services will be serviced in accordance with this Section, and any applicable Attachments.
7. Cancellation. In the event any prepaid Support Services are canceled, Customer will receive a pro-rata refund only for the unused prepaid services, less any applicable early termination fees, if such fees apply as set forth in an executed addendum or attachment to this Section.
8. Financing. If Support Services are financed as part of an HP Financing Agreement, the HP Financing Agreement terms and conditions regarding cancellation will govern.