



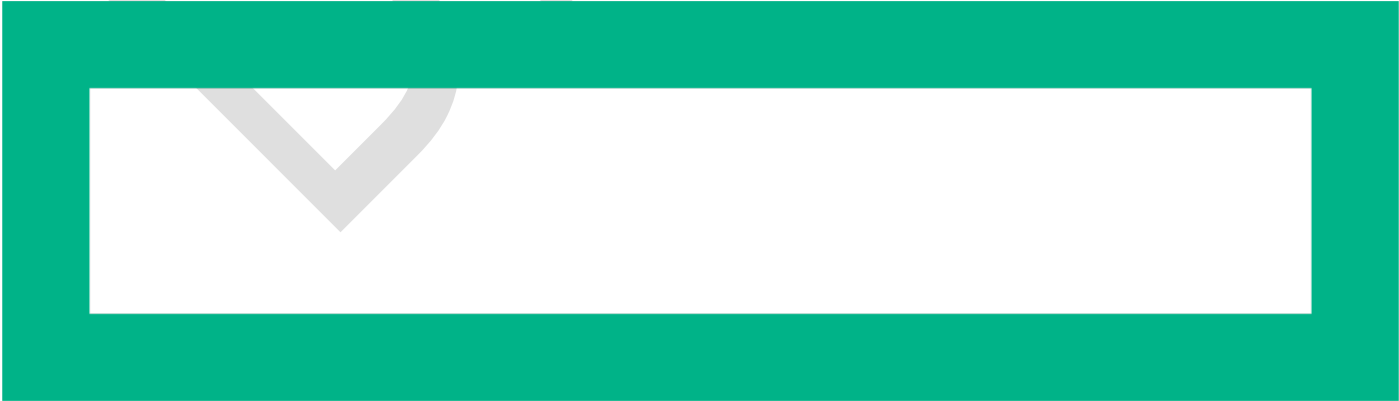
Hewlett Packard
Enterprise

Agreement for HPE GreenLake Services

For
[Client name]

Prepared by [your name]
On behalf of [HPE Entity]

Issue date: [xxx]
Customer Project Reference Number: [insert]



About this Agreement

Parties

**HPE:**

The Hewlett Packard Enterprise Company entity that signed this agreement.

Customer:

[customer name] entity that signed this agreement.



This Agreement identifies the HPE GreenLake services ("Services," "GreenLake") HPE will perform for Customer.

This agreement includes a Statement of Work ("**SOW**") and all applicable exhibits and appendices mentioned herein, and they collectively represent the agreement between HPE and Customer ("Agreement"). All datasheets listed, or specific sections of datasheets referenced, in this agreement are incorporated by reference.

In the event of any conflict, the following order of precedence applies:

- HPE GreenLake Add-on Services Addendum (if applicable)
- HPE Support and Professional Services – Data Privacy and Security Agreement
- HPE GreenLake Statement of Work ("SOW")
- GreenLake Terms and Conditions
- Datasheets referenced in the Agreement
- Customer purchase order (if applicable), **excluding any Customer preprinted terms.**



Handwritten or typewritten text (other than information specifically called for in the spaces provided) that purports to modify or supplement the printed text of this agreement has no effect. It does not add to or vary the terms of this Agreement.



This Agreement contains HPE Confidential Information and is proprietary to HPE. No person may (a) disclose any part of it without HPE's express written authorization, or (b) duplicate or use it for any purpose other than to receive the Services from HPE.



For your convenience, this Agreement is sent via e-mail and is available in hard copy if requested. If the content differs between the hard copy and electronic copy, the content of the hard copy will prevail.



This Agreement contains defined terms and acronyms, which are collected in Exhibit F– Defined Terms and Abbreviations.

© Copyright 2022 Hewlett Packard Enterprise Development LP.

Table of Content

About this Agreement	2
HPE GreenLake SOW	4
1. Overview	4
2. HPE Services	4
3. Term	8
4. Charges	9
5. Ordering	12
6. Limitations and Assumptions	13
7. Signatures	13
Exhibits	15
Exhibit A – System Details	16
Exhibit B – GreenLake Core Services Details	20
Exhibit C – Pricing	23
Exhibit D – Customer Responsibilities	26
Exhibit E – GreenLake Terms	32
Exhibit F – Defined Terms and Abbreviations	36



HPE GreenLake SOW

1. Overview

1.1. HPE GreenLake

HPE GreenLake is a consumption-based solution that includes the following Services:

- a. System Provisioning and Installation,
- b. Relationship Management,
- c. Usage Metering,
- d. Capacity Management,
- e. Support,



(*) Included only if selected by the Customer

1.2. Solution for [Customer Name]

- This GreenLake solution provides Customer with ... [add description of solution, locations/countries, Does the customer plan to expand, what projects are they using GreenLake for, including any additional services / software, such as GMS]
- Services will begin after execution of this Agreement, and, if required by Customer, the receipt of a valid, acceptable purchase order (see Section 5.Ordering).

2. HPE Services

2.1. System Provisioning and Installation

2.1.1 Systems

- HPE will provide to Customer the access and use of the hardware and software listed in – System Details.
- HPE will provide the Systems at the locations listed in – System Details.
- Customer may use the Systems for the term indicated in – System Details
- for internal business purposes only, but only if Customer complies with this Agreement.

2.1.2 Software and licenses

- Software that is provided as part of the Systems is listed in – System Details
- It is subject to the terms of the software license agreement made available to Customer in hard copy or by accessing a designated HPE website.
- For non-HPE branded software, the third-party license terms will govern its use. Customer may be directed to the third party's URL to click and accept the third party's license terms and download the software for use under this Agreement.
- Any licensing terms granted will terminate upon termination or expiration of this Agreement.

2.1.3 Hardware, Software, and Metering Tool Installation

- HPE will install the hardware and software provided as part of the Services, according to the details and datasheets listed in Exhibit B– GreenLake Core Services Details.
- HPE will be responsible for the installation of the metering tool described in Section 2.4.1.
- Systems are considered delivered upon Customer's or its designee's receipt of Systems at the installation Site.

2.1.4 Site Survey

- Upon completion of the installation services, HPE may perform a survey to obtain a detailed inventory of Customer's hardware and software provided as part of the Service and to record hardware and operating system configuration information. This information will assist with HPE's troubleshooting processes, support daily operations, and assist with planning efforts.
- This survey may be completed remotely or onsite, at HPE's discretion.
- Thereafter, the Site Survey may be repeated at the frequency agreed in Exhibit B– GreenLake Core Services Details.

2.2. Service Experience

HPE GreenLake Entry

- HPE will provide enhanced incident management (see Table 3A of the datasheet), service relationship management (see Exhibit B section 3), and proactive support for the Systems as described in the Exhibit B section 5.2. An HPE Service Advisor is the single point of contact in the HPE Assigned Account Team overseeing delivery of the post-implementation HPE GreenLake services and will be responsible for coordinating the proactive services.
- The included optional proactive services (are described in Exhibit B section 5.2) and more fully described in Table 4 of the datasheet)
- Additional included features will be documented in the Account Support Plan at the start of the service. For a complete description of the service, scope, and responsibilities, refer to the datasheet.

HPE GreenLake Basic

- HPE will provide enhanced incident management (see Table 3A of the datasheet), service relationship management (see Exhibit B section 3), and proactive support for the Systems as described in the Exhibit B section 5.2. An HPE Account Support Manager is the single point of contact in the HPE Assigned Account Team overseeing delivery of the post-implementation services and will be responsible for coordinating the proactive services.
- The included optional proactive services (are described in Exhibit B section 5.2) and more fully described in Table 4 of the datasheet).
- Additional included features will be documented in the Account Support Plan at the start of the service. For a complete description of the service, scope, and responsibilities, refer to the datasheet.

HPE GreenLake Standard

- HPE will provide enhanced incident management (see Table 3A of the datasheet), service relationship management (see Exhibit B section 3), capacity management and planning, and proactive support for the Systems as described for HPE GreenLake Standard service in the HPE GreenLake datasheet. An HPE Account Support Manager is the single point of contact in the HPE Assigned Account Team

overseeing delivery of the post-implementation services and will be responsible for coordinating the proactive services.

- The included optional proactive services (as described in Exhibit B section 5.2) and more fully described in Table 4 of the datasheet).
- Additional included features will be documented in the Account Support Plan at the start of the service. For a complete description of the service, scope, and responsibilities, refer to the datasheet.

2.3. Relationship Management

After System installation, HPE will provide support using Relationship Management Services, which will include:

- **Assigned Account Team ("AAT")**, a team dedicated to the ongoing support of Customer's infrastructure, in cooperation with Customer's nominated technical staff and IT management. Assigned roles and available business hours are identified in Exhibit B– GreenLake Core Services Details..
- **Account Support Plan ("ASP")**, which details all aspects of the Customer environment and support services (for example, technical configuration details, service levels and coverage windows, roles, responsibilities, contact information, contract change management process and escalation procedures) and will be routinely reviewed.
- **Support planning and review** conducted according to the frequency listed in the ASP.
- **Support activity review** conducted according to the frequency in ASP.
- **HPE Support Center ("HPESC")**, a comprehensive online resource for instant customized knowledge, tools, and services.
- **Inventory** of the products covered under this Agreement

2.4. Usage Metering & Capacity Services

2.4.1 Metering Tools

- HPE will provide metering tools to measure the Systems' usage for the purpose of monthly billing.
- HPE's metering tools collect the data needed to determine usage (e.g., server on/off or virtual machine memory consumption, physical core utilization percent, or written GB).
- Subject to automated housekeeping routines, unencrypted files remain on Customer's metering server where Customer can check raw data collected at any time.
- HPE's metering tools will reside on a virtual machine provided by Customer and in its own datacenter, which must meet the minimum specifications for running a current supported version of Microsoft Windows Server operating system.

<Insert actual minimum requirements at time of solutioning, currently these are located

Windows Server 2012 R2

Windows Server 2016

Windows Server 2019 >

- All metering happens inside Customer's datacenter firewall, and an encrypted communication (email or API) with usage data is sent daily to HPE.
- Metering of the Systems will begin on the date of completion of HPE's installation of the metering tools.
- HPE will be responsible for ongoing administration, upgrades, and maintenance of the metering tools. This will include identification and installation of metering tool patches.

2.4.2 Used Capacity

- HPE will measure the Systems' usage by the defined System's Unit to calculate the monthly consumption-based charges. – System Details states the applicable Unit for each System, which will be measured as follows:



a. Virtual Machines (for example, Synergy, Proliant, or general servers)

Virtual Machine usage is measured in **Compute Units**. A Compute Unit is considered Used Capacity if it is allocated one or more times per day, as collected by the metering tools. "Daily Used Capacity" is the total number of Compute Units allocated in a day.



b. Physical servers, blade servers, and other physical computing devices

Physical computing devices usage is measured in **powered-on units**. A server is considered Used Capacity if individual physical server device is powered on one or more times per day, as collected by the metering tools. "Daily Used Capacity" is the total number of physical devices allocated in a day.



c. Usable Capacity – Amount of data written excluding RAID or erasure coding overheads.

Applicable to:

- Primera Storage Arrays – UoM = Primera Usable GiB
- Nimble Storage Arrays – UoM = Written Usable GiB
- StoreOnce – UoM = Written Usable GB
- VSA (Virtual Storage Appliance) – UoM = Written Usable GB

The storage device usage is measured in **either gigabytes (GB) or gibibytes (GiB)* of storage written to at a usable capacity level (i.e., excluding RAID or Erasure Coding overheads).**

Storage is considered Used Capacity when data is sent from a server and written to the disk drives in the array as determined from the data collected by the metering tools. Data is collected daily, and "Used Capacity" is the average storage space in use over the month.

** Note: If required, GreenLake Central is capable of translating the measured data to Gigabytes (GB), Gibibytes (GiB), Terabytes (TB) or Tebibytes (TiB) respectively.*



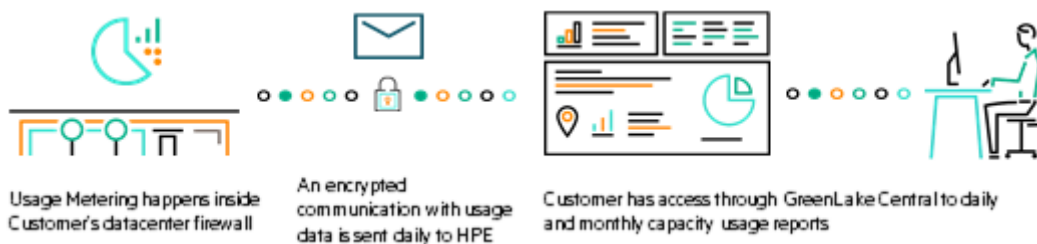
Further Units of Measures are defined, if applicable, in relevant Exhibits.

- Unless otherwise specified in Exhibits, "Used Capacity" is the monthly average of the applicable Daily Used Capacity, rounded to the nearest whole number (for example, 10.01 up to and including 10.49 will be rounded down to 10, and 10.50 up to and including 10.99 will be rounded up to 11).
- For an HPE provided software product that is directly licensed to individual hardware devices or other variable/quantifiable condition, HPE will update GreenLake Central monthly, with the number of HPE licenses used (for example, License per CPU). The same rounding factor described above for the hardware layer will also be applied to the number of licenses used.
- For an HPE-provided software product that is licensed at an environment wide level (for example, not dependent on the amount of hardware deployed or other variable/quantifiable condition), the charge would be fixed per month irrespective of usage.

2.4.3 GreenLake Central

- HPE will provide online access to GreenLake Central using HPE-provided authorized user credentials. Customer will have access to daily and monthly capacity usage reports and can run standard and customer generated ad-hoc reporting.
- Customer and HPE will mutually agree on the list of Customer employees who will have access to the usage data.
- Customers per Unit metered usage is sent daily to GreenLake Central, and usage is summarized monthly.

- HPE only uses the metering data for capacity planning meetings and for invoicing activities.



2.4.4 Audit of Metering Tools

- Each calendar quarter, with 3 business days advance notice, HPE may inspect, audit, and test the metering scripts, all usage data, and Systems for the purpose of validating proper usage data.
- Inspections may be immediate in the event of an apparent metering script failure, any discrepancy in usage data, or any suspected manipulation.

2.4.5 Capacity Services

- During the support planning and review sessions (see Section 2.2) Customer and HPE will review capacity and consumption trends and discuss Customer's consumption forecast to assess if capacity needs to be adjusted.
- As required, and subject to the contract change management process, HPE will order appropriate Systems, coordinate installation of additional capacity, and amend software licensing requirements as required. All capacity will require the same level of maintenance to any existing Systems.
- HPE will install, configure, and test additional capacity within 1 calendar week of arrival at the Customer location, unless otherwise agreed.
- Should growth or usage be lower than originally agreed, at HPE's discretion, HPE is entitled to physically de-install and remove unused capacity using the contract change management process. HPE will notify Customer of such intent and Customer will have 14 calendar days from date of the notification to make the Systems ready for removal.
- HPE will manage capacity for the Systems listed in – System Details.
- For the final 12 months of the System Term, additional System Components may not be installed for Coterminous Systems.

2.5. Support Services

HPE will provide a comprehensive set of hardware and software support services for the Systems, as specified in Exhibit B– GreenLake Core Services Details. These include reactive services for remote diagnosis and support, as well as on-site hardware repair if it is required, along with a selection of options that customize the reactive service experience to your requirements. In addition, there are many proactive service selections to tailor the support for your highest priority areas of need.

2.6. Other Services

Under this SOW, HPE will provide the additional Services described in the following Exhibits and Datasheets (which are incorporated by reference):

3. Term

3.1. Effective Date

This Agreement is effective as of the last date of signature in the Signatures section of this SOW ("Effective Date").

3.2. System Term

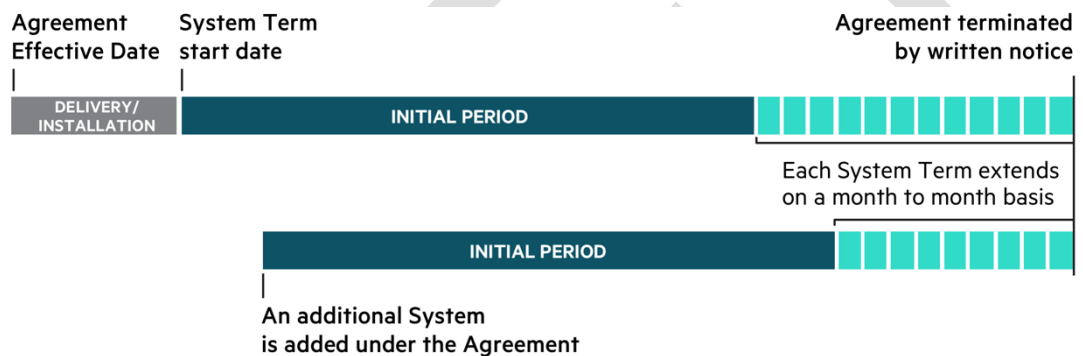
- Each System Term will start on the earlier of
 - the date that HPE notifies Customer in writing of the completion of the HPE installation services of the System at the Customer's designated Site(s), or
 - the day on which the Customer can use the System.

and will continue for an initial period defined in – System Details or in a corresponding change request ("System Term"), after which it will automatically extend on a month-to-month basis until the Agreement is terminated unless the System includes components not able to be extended monthly (e.g. third party software), in which case the System Term will extend for the minimum period of time applicable to the components.

- HPE will notify Customer 90 days in advance of end of System Term.

3.3. Agreement Term

This Agreement begins on the Effective Date and remains in force until the end of the last applicable System Term, including any applicable extension period.

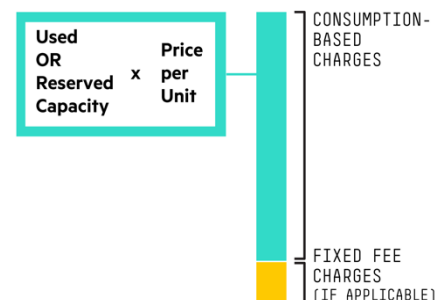


4. Charges

4.1. Pricing

4.1.1 Pricing Mechanism

- The basic pricing factor is Used Capacity, subject to the pricing model and minimum invoiceable amounts stated in Exhibit C– Pricing.
- "Monthly Price" is calculated by
 - multiplying the greater of Used Capacity or Reserved Capacity by the applicable Price per Unit (reported in the Price Bands in Exhibit C– Pricing), for each System, and adding
 - any applicable fixed monthly charges stated in *Exhibit C– Pricing*, and
 - any applicable charges for optional services stated in *Exhibit C– Pricing*.



4.1.2 Minimum Invoiceable Amounts

Essential Model

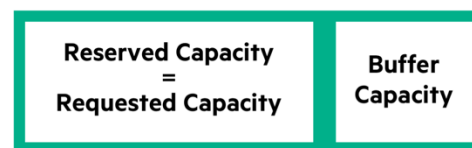
- Reserved Capacity equals Requested Capacity, which is the capacity HPE will initially invoice Customer each month.

- Buffer Capacity is additional capacity above the Requested Capacity, which is not initially invoiced. If during System Term Used Capacity exceeds Requested Capacity, Reserved Capacity will increase to the current Installed Capacity, which will be then invoiced monthly for the remaining System Term.

If Used Capacity remains equal/below Reserved Capacity only Reserved Capacity is invoiced monthly

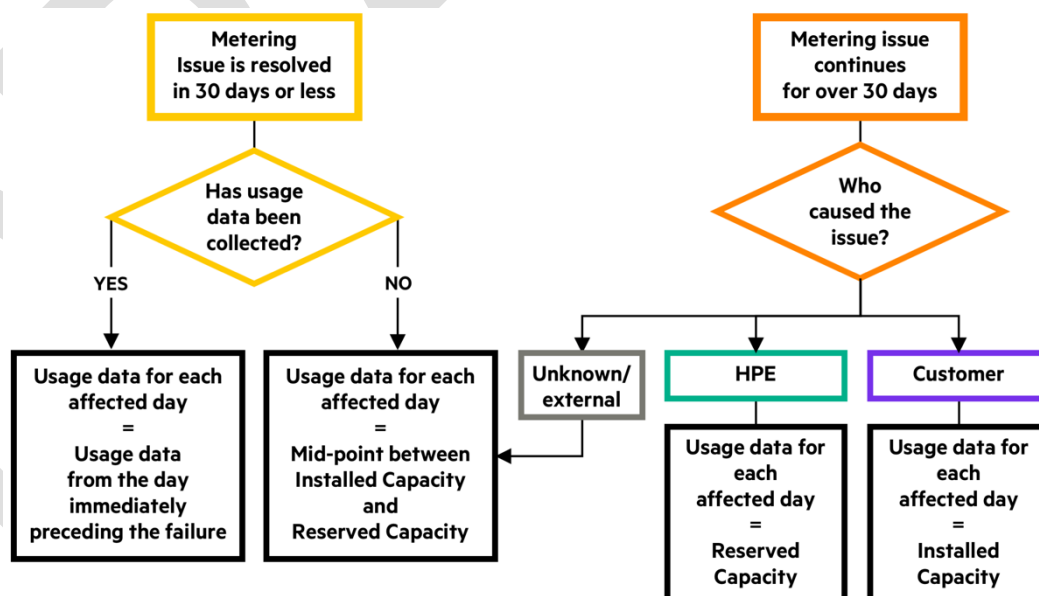


If Used Capacity exceeds Reserved Capacity, Buffer Capacity will also be invoiced monthly for the rest of System Term



4.1.3 Pricing in case of metering issues

- If daily usage data cannot be collected by the metering scripts for more than 2 calendar days (including delays in implementing the metering script), HPE will send Customer an email indicating that the daily usage data cannot be gathered. Customer will immediately assist HPE in resolving the problem.
- If this issue continues for up to 30 days and
 - usage data has already been collected**, then HPE will use the usage data from the day immediately preceding the failure for that 30-day period.
 - no usage data has been collected**, then HPE will use the mid-point between the Installed Capacity and the Reserved Capacity for that 30-day period.
- If the issue continues beyond 30 days, one of the following will apply until the daily usage data issue is resolved:
 - If the cause is attributable to Customer, the billable amount will be equal to the Installed Capacity.
 - If the cause is attributable to HPE, the billable amount will be equal to the Reserved Capacity.
- If the cause is due to unidentified or unforeseeable external factors (in other words, neither HPE nor Customer has directly contributed to the failure through action or inaction), the billable amount will be equal to the mid-point between the Installed Capacity and the Reserved Capacity.



4.1.4 Price Adjustments

- Prices are calculated upon the Customer's estimated average growth per year through the System Term, as set forth in Exhibit C– Pricing.
- HPE and Customer will negotiate equitable changes to the prices and fees in good faith if
 - Customer does not meet the annual growth rate assumption as stated in Exhibit C,

- b. where a material adverse change in Customer's financial or operating condition has occurred since this Agreement was signed.

4.2. Invoicing

4.2.1 Start of Monthly Invoicing

- Invoicing for the Services will begin upon the earlier of:
 - a. the first day after HPE notifies Customer in writing of the completion of the HPE installation services (outlined in Section 2.1.3) of the System at the installation Site(s), or
 - b. the day on which Customer can use the System.
- If installation services are delayed for a cause not attributable to HPE, on the 31st day from delivery of System to the installation Site(s) HPE will start invoicing Customer the Delay Fee monthly in arrears. Delay Fee is calculated as follows:
 - 1/30th of monthly Reserved Capacity of impacted Billing Tiers charged daily as defined.
 - Example:
Reserved Capacity is \$30,000/month then the Delay Fee would be \$1,000 a day.
A 25-day delay would equal a fee of \$25,000.

4.2.2 Invoice Breakdown

- HPE will invoice Customer monthly in arrears, unless otherwise stated, for
 - the Monthly Price,
 - any applicable additional charges (e.g., Early Termination Fees, Return Fee, etc.), and
 - any applicable taxes (e.g., sales, value-added (VAT), or similar taxes)

4.2.3 Taxes

- Prices are exclusive of applicable present or future sales, value-added (VAT), or similar taxes. HPE's invoices will separately state charges and applicable taxes. Unless Customer has provided HPE with an appropriate exemption certificate before the relevant Services are performed, Customer will pay or reimburse HPE for all present or future taxes, fees, and surcharges applicable to the Services (however levied).
- If Customer is required to withhold any tax related to the Services, Customer will reduce payment to HPE by the amount of the tax and provide HPE with applicable tax documentation necessary for HPE to reclaim all withheld taxes. If Customer has not provided the necessary documentation within the time prescribed by the taxing authority, Customer will reimburse the withheld amounts to HPE.
- Each party is solely responsible for all taxes and assessments upon its own real and personal property and net income.

4.2.4 Questions About Invoices

Customer will have 3 business days to contact the HPE ASM or HPE Service Advisor following the monthly billing cycle with any questions or concerns regarding the invoice.

4.3. Payment

- Customer will pay invoiced amounts without offset within 30 days of the invoice date.
- Where the invoice value is disputed then the Customer must pay the reserved capacity amount within 30 days of invoice date and state the reasons for withholding. The parties will work in good faith to resolve the dispute promptly.
- HPE may suspend or cancel performance of Services if Customer fails to make payments when due.

4.4. De-installation Fees

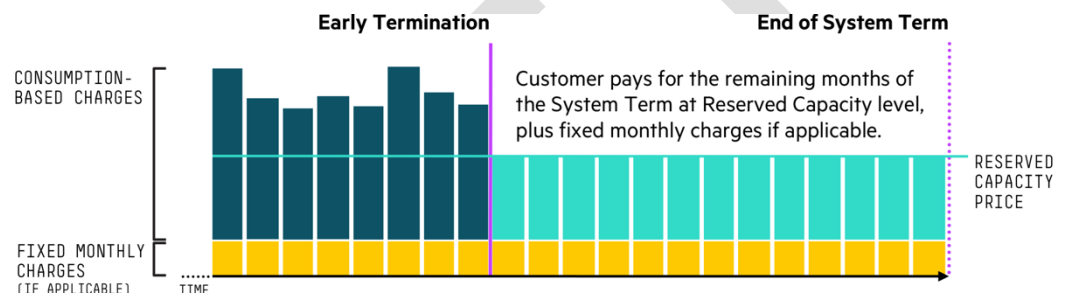
- Upon a System Term's expiration or termination, or HPE removing unused Systems, Customer is responsible for any reasonable fees associated with the de-installation, packing, and transportation to return Systems to HPE ("Return Fee").

- The parties will discuss and agree upon a termination assistance plan, as may be required. If Customer requires termination assistance services, HPE will provide them at HPE's then-current professional services time and materials rate.
- Customer must return the Systems to HPE within 30 days from expiration or termination date.

4.5. Early Termination Fees

4.5.1 Termination for Convenience, Customer Breach or Insolvency

- In the event of termination of this Agreement or any System before the expiration of the System Term, Customer must pay HPE "Early Termination Fees," calculated as follows:
 - for each impacted System:** (the Reserved Capacity at the time of the termination $\times$ applicable price per System per month $\times$ the number of months remaining in the affected System Term) $\times$ 1.1,
 - for fixed monthly charges:** the sum of any monthly fixed charges set forth in Exhibit C $\times$ the number of months remaining in the affected System Term, and
 - for optional software or services:** Early Termination Fees, if any, stated in the relevant Exhibits.



- Customer will finally settle all liabilities arising out of any termination in accordance with this Section upon payment in full of HPE's final invoice, which will include
 - the Early Termination Fees,
 - any outstanding consumption-based charges, and
 - the Return Fee.

4.5.2 Termination for HPE Breach or Insolvency

In the event of termination of an uncured HPE breach or HPE insolvency event, HPE will relieve Customer of the Early Termination Fees and the Return Fee.

5. Ordering

5.1. Placing an Order

- If Customer issues purchase orders as a matter of business, Customer will promptly provide an acceptable purchase order (referring to the information required in Section 5.3) for HPE to begin to provide the Services. The value of such purchase order must cover the "Year 1 Minimum Purchase Order Value" amount stated below in Section 5.3.
- If Customer does not issue purchase orders as a matter of business practice, Customer represents and warrants that
 - its signing of the completed SOW authorizes HPE to begin to provide the Services,
 - Customer will pay for the Services without the necessity of a purchase order, and
 - Customer will not contest payment for the provision of Services due the fact that no purchase order was issued.

5.2. Order Information

Customer's purchase order (if required) must reference the following HPE service-specific information:

- **Customer Project Reference Number:** [SFDC ID]
- **Description:** [HPE GreenLake]
- **Estimated Year 1 Contract Value:** [estimated contract value]
- **Estimated Expenses (exclusive of taxes):** [estimated travel expenses if applicable]

5.3. Updated Purchase Orders

Annually or when funds in the current purchase order are insufficient to cover estimated usage for the next 3 months, Customer will promptly provide HPE with an updated or new purchase order with sufficient funds to cover estimated usage during the next year.

5.4. Customer Addresses

Customer Sold-To Address

- [CustomerName]
- [CustomerContactName]
- [CustomerStreet]
- [CustomerCitySTZip]
- [CustomerContactPhone]

Customer Invoice Address

- [CustomerName]
- [CustomerContactName]
- [CustomerStreet]
- [CustomerCitySTZip]
- [CustomerContactPhone]

Delivery Address(es)

- See – System Details

6. Limitations and Assumptions

- Any Services not described in this SOW are out of scope.
- HPE will provide the Services (or portions thereof) from any location determined by HPE. Any requests by Customer to change the location will impact pricing and is subject to the Change Management Process.
- Documentation created for this Service will be available in electronic format using Microsoft Office.
- The fees in *Section 4 – Charges* include the installation services for the Systems covered under this SOW at the time of execution. The fees do not include installations that may be required as a result of a customer initiated System relocation. Relocation services may be purchased separately.
- Any of the information associated with the metering tools, the process to bill and collect amounts due hereunder, or metering or reporting of usage data will be deemed to be confidential information of Customer and HPE.
- HPE is not responsible for the performance or non-performance of third-party vendors, their products, or their support services.
- Customer acknowledges that HPE's ability to provide the Services under this Agreement is contingent upon the accuracy and completeness of information and data that Customer provides, as well as Customer's cooperation and timely performance of its obligations. If any such data or information is found to be inaccurate or incomplete, or Customer fails to perform its obligations, the parties will negotiate in good faith equitable changes to the impacted Statement of Work, which may include changes to the fees.

7. Signatures

- The following signatures indicate the parties' acceptance of this Agreement.

- Customer acknowledges that signature of this SOW is a binding commitment to purchase the Services.
- Unless signed by both parties, this SOW and the prices herein will expire 30 days from date of issue.

7.1. Will Customer Issue a Purchase Order?

- [yes /no]
-

{{{proposal.customerDetails.endCustomerCompany}}}Name}}}

{{{proposal.sellerDetails.hpeEntityName}}}

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)



Please sign this document and return to HPE accompanied by your purchase order. Electronic signatures are acceptable in countries where electronic signatures are enforceable. If a wet signature is used, please sign two copies of this document, and HPE will sign and return one copy to your attention.

[Hewlett Packard Enterprise Entity Name]
ATTN: [HPE Recipient]
[HPE Address]
Phone : [HPE phone]
Fax : [HPE Fax]

Exhibits

GreenLake consumption services

Exhibit A – System Details

Exhibit B – GreenLake Core Services Details

Exhibit C – Pricing

Exhibit D – Customer Responsibilities

Exhibit E – GreenLake Terms

Exhibit F – Defined Terms and Abbreviations

Exhibit G – GreenLake Management Services

DRAFT

Exhibit A – System Details

Contents

Schedule A1 – <ConfigName>

Schedule A2 – <ConfigName>

DRAFT



Schedule A1 – <ConfigName>

1. Delivery Details

Customer Name	[add]
Delivery Site Name	[add e.g., ABC Room 1]
Delivery Address	[add]
Customer Contact Name	[add]
Customer Contact Phone	[add]
Customer Contact Email	[add]
Estimated Service Delivery Date	...
System Term (for each System deployed under this Schedule)	Initial System Term of 48 months. Non-coterminous OR Initial System Term of 48 months. Coterminous
Multivendor coverage period (if applicable)	...

2. Technical configuration/Bill of Materials (BoM)

[config. Name – for example, 3PAR 8440-4N Storage] deployed at [Site 1 name]

Product No.	Description	Quantity
P9B44B HPE	HPE 3PAR 8000 8TB+SW 7.2K LFF HDD	32

[config. Name – for example, StoreFabric FC Switch] deployed at [Site 1 name]

Product No.	Description	Quantity
Q0U55B	HPE SN6600B 32Gb 48/24 Pwr Pk+ FC Switch	2

3. Systems Details

Storage Array

Storage capacity [Available GBs (formatted raw) per 3PAR disk is xxx.]

List of software included

HPE will provide the following software, further specified in Exhibits

4. Systems Capacity

Example:

Configuration	Billing Tier	UoM	Requested Capacity	Reserved* Capacity (% of Requested Capacity and absolute value)	Variable* Capacity (% of Requested Capacity and absolute value)	Buffer* Capacity (% of Requested Capacity and maximum Units)	Trigger* Capacity (% of Requested Capacity and absolute value)	Installed Capacity
HPE 3PAR Storage	3PAR 1.8TB HDD	GB	61,626	80% and 49,300.8 GB	20% and 12,325.2 GB	10% – up to xxx GB	70% and 40000 GB	...
	3PAR 1.92TB SSD	GB	24,410	80% and 19000 GB	...	10% – up to xxx GB	70% and 16000 GB	
DL Server	DL360 Gen10 Xeon-G 6130	Server	10	80% and 8 servers	...	10% – up to xxx Servers	70% and 7 servers	
	DL360 Gen10 Xeon-B 3104...	Server	10	80% and 8 servers	...	10% – up to xxx Servers	70% and 7 servers	...
Storeonce Backup	StoreOnce 3640	GB	63,910	100%	...	0%	70%	...
Networking	SN6600B Switch	Port	48	80%	...	0%	70%	



* “Calculations in the table above using percentages will be rounded to two decimal places, for example, 10.001 up to and including 10.004 will be rounded down to 10.00, and 10.005 up to and including 10.009 will be rounded up to 10.01.”

DRAFT

Exhibit B – GreenLake Core Services Details

Contents

Schedule B1 – <ConfigName>

Schedule B2 – <ConfigName>

DRAFT



Schedule B1 – <ConfigName>

1. Installation Services

Installation Services Included

Installation & Startup (I&S) activities and services will be performed for the infrastructure as specified in the Customer Intent Document, either in Factory or onsite at HPE discretion

The datasheets below specify a selection of I&PS services:

- 5981-9356: HPE Installation Service

The datasheet describing HPE's Operational/Installation services is located at

2. Relationship Management Services

List of AAT roles assigned

- **The Account Support Manager (ASM)** in HPE GreenLake Standard and HPE GreenLake basic will be the single point of contact overseeing delivery of the post-implementation Services and will be responsible for coordinating the proactive services as set forth in the SOW.
- **The Service Advisor (in HPE GreenLake Entry and HPE GreenLake Basic)** will be the remote HPE assigned account resource and the Customer's advocate and technical focal point for HPE GreenLake. They will provide assistance in English for Eligible Workloads
- **The Utility Delivery Manager (UDM)** will be the focal point for the HPE account team and Customer, leading the contract change management process, including to add or remove capacity.
- **The Technical Account Manager (TAM)** in HPE GreenLake standard will provide remote proactive services such as Support Planning and Review and Support-activity reporting services as set forth in the SOW.
- **The Assigned Customer Engineer (ACE)** will provide proactive and reactive hardware services as set forth in the SOW.
- **The Transition Manager** will provide initial setup and program standup using HPE's Transition and Transformation Methodology (TTM).
- **An Integration Program Manager (IPM)** will manage the planning, delivery readiness, and overall delivery management of the Systems at HPE's discretion.

AAT business hours

The AAT is either remote or on-site at HPE's discretion during the normal HPE business hours (Monday–Friday, 8am–5pm local time), excluding HPE holidays.

Frequency of support planning and review

[quarterly or as specified]

Frequency of support activity review

[quarterly or as specified]

Account Support Plan

The ASP will be developed by the AAT and Customer post installation. Customer must assign, in a timely manner, a knowledgeable resource to assist with the development of the ASP.

The ASP will be made available on the HPE document repository at www.hpe.com/support/hpesc.

Contract Change Management Process	As detailed in the ASP. Customer and HPE will cooperate to jointly manage Changes in Services scope to define the Change and determine the cost, if applicable, of new scope Changes to the Services identified in this SOW. The price, scope, and schedule impact of any requested scope Change to the SOW, if any, will be analysed and documented. The requested scope Change impact will then be processed for Customer's authorization or closure. All scope Changes must be mutually agreed by the parties in writing. Once approved, scope Changes to the SOW will be implemented via a Change Order. If HPE and Customer are unable to resolve disposition of a scope modification, the Services will remain as currently provided.
Escalation contacts	As detailed in the ASP.
Further details	See Datasheet, Table 3B "Service relationship management details": https://h20195.www2.hpe.com/v2/Getdocument.aspx?docname=4AA4-4377ENW .

3. Support Services

The tables below list the reactive and proactive services included in scope. The full descriptions of the selected reactive and proactive services (and applicable service levels) are available in the linked datasheets below, incorporated into this Agreement by reference. The Datasheets also detail Service prerequisites and limitations, Customer responsibilities, and general provisions.

5.1. Reactive Services

Included features / service levels	Feature/SL description (in applicable datasheet)	Link to applicable datasheet
- Service level: "24x7" 24x7 support coverage window 4-hour on-site hardware response time 2-hour software response time		
Core service features		
Optional features: - Defective Media Retention (DMR) - Comprehensive defective material retention - Preventive maintenance		http://h20195.www2.hpe.com/v2/GetDocument.aspx?docname=a00108652ENW
Enhanced Incident Management (EIM)	Table 3A – EIM Details	https://h20195.www2.hpe.com/v2/Getdocument.aspx?docname=4AA4-4377ENW

5.2. Proactive Services

Included features	Feature description (in applicable datasheet)	Link to applicable datasheet
...		

Exhibit C – Pricing

1. Consumption-Based Charges

1.1. Price Bands

Subject to the pricing model and applicable minimums described above, consumption-based charges will be calculated multiplying the output of the metering tools by the applicable Unit price reported in the Price Bands below.

Prices are in [currency] and exclusive of applicable sales, value added (VAT), or similar taxes.

Example table below:

HPE GreenLake Price Bands							
Configuration	Billing Tier	UoM		Band 1	Band 2	Band 3	Band 4
3PAR 8440-4N Storage	8TB NL LFF	Raw TB (written)	Capacity	0 - 1,322	1,323 - 2,149	2,150 - 2,977	2,978+
			Unit Price	4.77	3.93	3.09	2.26
	7.68TB SSD SFF	Raw TB (written)	Capacity	0 - 1,064	1,065 - 1,883	1,884 - 2,701	2,702+
			Unit Price	54.08	44.41	34.74	25.08
StoreFabric FC Switch	SN6600B 32Gb	Switch (installed)	Capacity	0 - 4			
			Unit Price	538.06			

Note
UoM = Unit of Measure



How do Price Bands work?

The Price Bands are used to determine the applicable Unit Price. As capacity increases, the Unit Price decreases in higher Price Bands.

The Unit price used applies to the total Used Capacity or Reserved Capacity (whichever capacity is greater for the month), meaning that all invoiceable capacity for each Billing Tier will have the same Unit Price.

Consider these examples of pricing for servers:

Billing Tier		UoM	Band 1	Band 2	Band 3	Band 4
Compute_L	Server	Capacity	0 - 29	30 - 38	39 - 48	49+
		Unit Price	518	475	433	390

Example 1 – Used Capacity exceeds Reserved Capacity

- Customer uses 32 servers in January. Billing is based on Price Band 2 pricing, and all Used Capacity is multiplied by the applicable Unit Price (32 servers x USD 475).
- Customer uses 45 servers in February. Billing is based on Price Band 3 pricing, and all Used Capacity is multiplied by the applicable Unit Price (45 servers x USD 433).

Example 2 – Used Capacity is below Reserved Capacity

- Customer uses 25 servers in March. Reserved Capacity is, however, 27 servers. Billing is based on Price Band 1 pricing, multiplying Reserved Capacity by the applicable Unit Price (27 servers x USD 518).

1.2. Pricing Assumptions

Annual Growth Rate Assumption

Technology	Unit	Start Installed Capacity	End of Y1	End of Y2	End of Y3	End of Y4
Billing tier	[insert]	...	...	...	...	...
Billing tier	[insert]	...	...	...	...	...

1.3. Delay Fee

As indicated in Invoicing section 4.2.1, the Delay Fee amount is <\$>.

2. Recurring Fixed Fee Charges

Other service features set forth in this Agreement are billed on a fixed price basis. The applicable fixed price for those service features will be added to Customer’s monthly invoice, in addition to the consumption-based charges described above for the term of this Agreement. The fixed price amounts are listed below:

- **All services in [Exhibit EE].** These services will be charged as stated in the – Multivendor / Refurbished / Pre-Owned Support. The fixed fee charges may vary with adjustments to Installed Capacity and/or the scope of services in – Multivendor / Refurbished / Pre-Owned Support
- **Software XYZ:** fixed monthly prices as stated in Exhibit [] / Datasheet [name] <link>

3. Optional Services Charges

These charges are ad hoc for Customer selectable services as set forth in this Agreement and are billed as described in the Exhibits listed below.

Synergy Quick Start Service	See Exhibit GG
Other optional service	See Exhibit ...
Other optional service	See Exhibit ...

Exhibit D – Customer Responsibilities

1. Facilities and Infrastructure

1.1. Facilities

Customer will provide datacenter facilities for the Systems and metering tools, such as

- floor space, electricity, cooling, physical security, uninterrupted power supply (UPS), network and storage cabling,
- network for both LAN and WAN connectivity and bandwidth, and
- operating environment for the metering tools.

1.2. Setup of non-HPE Systems

Customer is responsible for:

- Provisioning and connecting any required hardware, software, network, cables, etc. (for example, Storage Area Network (SAN), network cabling, servers, and operating systems), not provided by HPE as part of the Systems, and
- ensuring that such connected or attached devices and/or software are compliant and compatible with the Systems.

1.3. Compliance with Building & Safety Codes

Customer is responsible for

- attaching wall and ceiling mounts to the building structure according to local building codes, and
- ensuring that the facility, cable runs, and power outlets conform to all local fire and electrical codes.

1.4. Hazardous Environment

Customer will notify HPE if Customer uses Systems in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require Customer to maintain such Systems under HPE supervision and may postpone Services until any hazards are remedied.

2. Systems and Data

2.1. Procuring Required Software

Unless included as part of the Systems, Customer is responsible for purchasing the operating system (OS), virtualization software, and related software support licenses from HPE or third-party software providers.

2.2. Enabling Installation

Customer acknowledges that it must take the necessary steps to enable HPE installation (including metering tools) within 30 calendar days from receipt of the Systems.

2.3. Registering for Product Support

Customer is responsible for registering to use the HPE or a third-party vendor's electronic services in order to access knowledge databases and obtain product information. HPE will provide registration information to Customer for the HPE electronic services.

2.4. Managing the System After Installation

Customer is responsible for System management activities once the installation services have been completed, except for those services defined in the GreenLake Management Services exhibit, if such services are included as part of this Agreement

2.5. Maintaining the System

Customer must maintain the Systems at the agreed configuration and revision levels

2.6. Data Backup

Customer is responsible for data backup.

2.7. Enabling Usage Data Transmission to HPE

Customer will allow for network data communication to HPE of the data collected by the diagnostic and metering tools. This transmission will be daily via:

- SMTP: 7-zip encrypted file attachments of usage data. Customer must notify HPE if a change is made to the email relay, network, or proxy to eliminate any interruption of usage data collection.

Note: In the case of aaS service offerings which requires a VPN connection to the customers' network, an encrypted API connection may be used to transfer usage data.

2.8. Usage Data Encryption

Customer will ensure that usage data required by HPE to perform the Services and transferred between Customer's locations, facilities, rooms, equipment, etc. is encrypted.

2.9. Metering Tools

Customer may not use, sell, transfer, assign, pledge, or in any way encumber or convey the metering tools, nor may Customer modify, adapt, copy, disassemble, or decompile them.

2.10. Using Proprietary Service Tools

- HPE may require Customer to use certain hardware, software, and/or network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the System. This includes tools such as HPE's metering script, STaTS (Service Tools & Technical Support), and HPE Support Center (HPESC).
 - Customer will also be required to
 - a. allow HPE to keep the Proprietary Service Tools resident on Customer Systems or Sites and assist HPE in running them,
 - b. install Proprietary Service Tools (including installation of any required updates and patches),
 - c. use an electronic data transfer capability to inform HPE of events identified by the Proprietary Service Tools,
 - d. if required, purchase HPE-specified remote connection hardware for Systems with remote diagnosis service,
 - e. provide remote connectivity through an approved communications line, and
 - f. return the Proprietary Service Tools or allow HPE to remove these Proprietary Service Tools upon termination of Services.
 - Proprietary Service Tools are and remain the sole property of HPE. They are provided "as is" without any warranty. Customer may only use the Proprietary Service Tools during the System Term and only as allowed by HPE. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools.
-

2.11. Allowing Modifications by HPE

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

2.12. Prohibited Modifications by Customer

- Customer will not add to or alter Systems, metering tools, or network environment.
- Customer cannot make any alterations that may prevent or impair transmission and/or collection of usage data. Customer will not manipulate or alter usage data in any manner.

- Unless otherwise agreed by HPE in writing, no one can add to, remove from, or alter Systems/components into any GreenLake Hardware, metering tools, or network environment, including any alterations that may impact or manipulate the collection of usage data.

2.13. Media Sanitization and Data Deletion

- Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for properly sanitizing, removing, or deleting all data or Customer-provided software from Systems or any parts of it that may be replaced or returned to HPE. For more information on Customer responsibilities (including those outlined in the HPE Media Sanitization Policy and Media Handling Policy) go to <https://www.hpe.com/media/handling>.

2.14. Temporary Workarounds

- Customer will implement temporary procedures or workarounds provided by HPE while HPE works on a permanent solution.

3. Access and Communications

3.1. Access to Systems and Sites

- Customer will provide HPE access to Systems and metering tools, both remote and onsite.
- Customer is responsible for removing any products ineligible for Services, as advised by HPE, to allow HPE to perform Services. If delivery of Services is made more difficult because of ineligible products, HPE will charge Customer for the extra work at HPE's published service rates.

3.2. HPE information Requests

Unless otherwise agreed, Customer will respond within 2 business days to HPE requests for Customer business and technical data, documentation, and other Services relevant information. This includes

- documentation and information needed for design, development, evaluation, installation, and testing,
- storage configuration information, and
- network configuration information (including IP addresses, LAN and WAN connections and network topology, routing, VLANs, firewall settings, DNS, and DHCP).

4. Management and Personnel

4.1. Assigning Contact Persons

- Before the start of the Services, Customer will assign contacts for the duration of the delivery of the Services. At least one person will have signature authority, and at least one person will have the authority to assign and direct the activities of Customer resources. This person will be authorized to approve changes to this Agreement. As needed, Customer will provide updates to authorized contacts to the ASM or Service Advisor.
- Customer is responsible for maintaining the contact detail within the remote support solution that HPE will use in responding to a System failure.

4.2. Assigning Technical Resources

- Customer will assign technical resource(s) (e.g., for server, network, and storage) who will provide assistance in a timely manner to help build, integrate, and test the Systems.
- During startup phase, Customer will assign, in a timely manner, a knowledgeable resource to assist with the development of the ASP.

4.3. Designated Callers

- Customer will identify a reasonable number of personnel, as determined by HPE and Customer ("Designated Callers"), who may access HPE's customer solution center ("Solution Centers") or online help tools. All Designated Callers must have the proper System identifier as provided when these Services are initiated.
- Designated Callers must be generally knowledgeable and demonstrate technical aptitude in System administration, System management, and (if applicable) network administration and management and

diagnostic testing. HPE may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. Solution Centers may provide support in English, local languages, or both.

- If issues arise during a call to the Solution Center that, in HPE's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, Customer may be required to replace that Designated Caller.

4.4. Authorized Representative

Customer will have a representative present when HPE provides support at its Site.

4.5. Attending Review Meetings

Customer and HPE will attend scheduled review meetings or phone conference calls.

4.6. Communication Plan for Critical Problems

Customer will establish an internal communication plan for critical problems to ensure rapid resolution and clear communication on a peer-to-peer basis between HPE and Customer.

5. Security and Risk Management

5.1. Loss Risk

Risk of loss or damage to the Systems will pass to Customer upon delivery to Customer or its designee.

5.2. Protection and Insurance of HPE Systems

Customer will protect HPE's ownership interest in Systems and tools by

- affixing or allowing HPE to affix any marking supplied by HPE evidencing HPE's ownership,
- using due care to maintain the Systems,
- not relocating any Systems or tools once installed without obtaining HPE's consent through the contract change management process,
- not making any modifications to the Systems or tools,
- keeping the Systems and tools in safe custody and control and free from any liens or encumbrances from date of delivery to Customer Site(s) until the Systems are returned and received and the tools are removed, and
- obtain and maintaining liability insurance and replacement cost coverage insurance naming HPE, its successors, assigns, and Affiliates as loss payees, or additional insureds, and providing evidence of this insurance coverage upon HPE's request.

5.3. Communicating Security Rules

Customer will make its security rules and restrictions available to HPE before the execution of this SOW, with sufficient time to review and understand any HPE requirements associated with such rules. Any HPE obligations regarding Customer's security requirements must be agreed and specifically detailed in this SOW.

5.4. Physical Security

- Customer will be responsible for providing physical security of the Systems and metering tools.
- Customer will physically secure all rooms for servers, storage, network, and environmental facilities via electronic security systems.
- Customer will be responsible for managing and distributing the authorizations.
- Customer will provide HPE a list of authorized users.
- Customer will ensure that only authorized persons can enter secured rooms. Authorizations may differ by room.
- Customer will log all permitted authorizations.
- Customer will provide authorization to HPE employees as agreed between Customer and HPE.
- Third-party personnel can enter secured rooms only if accompanied by authorized Customer employees.

5.5. Logical Security

- Customer will be responsible for managing and controlling logical security of the Systems and metering tools.
- Customer will allow logical access for HPE to the Systems, based on Customer's security rules.
- Customer is responsible for ensuring that only Customer approved data exists on the Systems.

6. GreenLake Management Services (if applicable)

6.1. General

- Provide on-site personnel as appropriate for operations management, tape mounts, off-site tape storage, any other required media handling, and other physical on-site activities.
- Maintain responsibility for procuring any consumable supplies (for example, CDs, DVDs tapes, and cleaning supplies).
- Inform HPE in advance of making any environmental changes that may impact the Services.
- Continue to maintain their own end-user Service Desk function.

6.2. Service Design, Transition and Implementation

- During the Service Design, Transition and Implementation activities, Customer will provide HPE with:
 - IP addresses, LAN connections and network topology required for remote monitoring and management.
 - necessary documentation regarding the Systems, operating procedures, instructions, and configuration information as identified during the project initiation.
- For knowledge transfer, Customer must provide authorized HPE representatives with access rights to all relevant systems and locations and make personnel with requisite knowledge and skills available to share knowledge and experience.

6.3. Tools and Connectivity

During the Design and Implementation phase Customer must:

- Ensure devices at different locations in the Systems are interconnected with stable connectivity with good bandwidth and capable of being monitored from a centralized monitoring solution.
- Provide the necessary infrastructure for management stations within Customer's Data center based on HPE requirements for the monitoring agents. This platform and associated Internet Connection must be provided by the Customer and meet the requirements specified below:
- Provide a virtual machine to host RDA functionality. Supported versions are Debian and CentOS.
- OpenVMS:
 - a. OpenVMS support requires the setup of an additional management tool (Cockpit Manager) at the Customer site. The minimum management tool for OpenVMS systems is comprised of one Integrity Server (rx2800) running OpenVMS with Cockpit Manager plus a windows system (ISS) for the connector software to connect Cockpit Manager to the ITOC. Servers for Cockpit Manager and connector software must be provided by the Customer.
 - b. For multi-site clusters, the Customer must ensure the management systems are replicated across sites and failover for Cockpit Manager and connector must be configured in line with the Customer's cluster failover settings.
- Provide security clearance and port opening as described below

Activity	Description	Connectivity Required
Monitoring	One-way system information and alerts	SNMP, Secure communication using port 443
Operate	Site to Site VPN Connection	SSH, IPsec, and HTTPS, to perform Operate activities based on Standard Operation Procedure

Activity	Description	Connectivity Required
Administrate	Different security integration available, to be decided during Transition Phase.	Customer provides access to HPE employees on system level or just on demand, every activity from remote is reported and provide auditable records

- In addition, Customer will ensure access only by authorized employees for the purposes of provision of HPE-GMS under this SOW.

6.4. Product Support Contracts

- Customer must share all third-party support and license contract information, such as validation requirements and coverage, with HPE.
- Customer must take the steps necessary to ensure that HPE can submit service calls on the Customer's behalf for the limited purpose of placing a support call with the vendor as set forth in Section Exhibit G2.2 - Incident Management of – GreenLake Management Services, and the Customer must provide HPE with the appropriate information required to place the call. If required by the vendor, the Customer will take any steps necessary to ensure that HPE can submit calls on the Customer's behalf. If the Customer does not meet these requirements, HPE will not be able to submit calls to the vendor on the Customer's behalf and assumes no responsibility for failure to do so. HPE's obligations are limited to the placing support calls only. The Customer remains responsible for the performance of their obligations under such agreements, including paying all applicable fees, such as those that may apply because of logging calls with the vendor.

7. Other Responsibilities

Further Customer responsibilities related to specific Services or software delivered under this Agreement may be specified in the relevant Exhibits or linked datasheets.

Exhibit E – GreenLake Terms

1. HPE Services

1.1. Right to Use the Systems

- Systems are owned or licensed by HPE or its affiliates.
- Customer's use of any software provided as part of the System will be governed by the applicable license terms for such software.
- If a court deems this Agreement to be a lease intended for security, then to secure Customer's obligations under this Agreement, Customer grants HPE a purchase money security interest in the System(s). Customer authorizes HPE to file a financing statement to give public notice of HPE's ownership of these Systems.
- HPE grants to Customer a non-transferable right to internally use the Systems provided under these Services for the applicable System Term.

1.2. Services with Deliverables

- If Services define specific deliverables in the SOW, HPE warrants those deliverables will conform materially to their written specifications for 30 days following delivery.
- If Customer notifies HPE of such a non-conformity during the 30-day period, HPE will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HPE.
- Any deliverables acceptance process will be as specified in the SOW for those deliverables and will not apply to any other products or services to be provided by HPE.

1.3. Services with Remote Monitoring

- In addition to the metering tools, HPE will install certain hardware and software tools ("HPE Tools") to deliver remote monitoring services. Such tools are owned by HPE and delivery of these services is contingent upon installation of them for use by HPE. Customer may not use, transfer, assign, pledge, or in any way encumber or convey the tools. HPE will remove the tools upon termination or expiration of the SOW.
- Any remote monitoring services (or portions thereof) will be provided from locations determined by HPE which may be outside the country of purchase. HPE will notify Customer of any change in location, if applicable, during the term of the SOW.
- Customer acknowledges that it is responsible (administratively and financially) for obtaining all required approvals, licenses, authorizations, consents and permits for HPE to perform remote monitoring services.

1.4. Services with Training Courses

- Any course materials provided or made available are the copyrighted works of HPE or the original content provider, are provided only for sole use of the person attending the course, and may not be reproduced, distributed, or modified without the HPE's written consent.
- Customer acknowledges that temporary interruptions of online training services may occur from time to time. HPE will exercise reasonable care to prevent or minimize such interruptions.
- HPE will not be liable to Customer for any failure or delay in receiving or transmitting data or for any loss of or corruption to any data arising out of or in connection with delivering or conducting online training services.

2. General Terms

2.1. Warranties

- HPE will provide Services using generally recognized commercial practices. Upon prompt notice, HPE will re-perform Services that fail to meet this standard.
- The above states all remedies for warranty claims. To the extent permitted by law, HPE disclaims all other warranties.

2.2. Intellectual Property

- No transfer of ownership of any intellectual property will occur under this Agreement.
- Customer grants to HPE a non-exclusive, royalty-free right and license to use, display, perform, and sublicense (solely to HPE's subcontractors) Customer intellectual property rights and third parties' intellectual property rights as provided by Customer to the extent necessary for HPE to provide the Services.
- If deliverables are created by HPE specifically for Customer and identified as such in this SOW, HPE hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

2.3. Confidentiality

- "Confidential Information" means all material, non-public information disclosed or made available between the parties, if the circumstances of disclosure would reasonably indicate such confidences (including any of the information associated with the metering tools, metering or reporting of usage data, billing, or the process to collect amounts due under this Agreement).
- The parties will keep the Confidential Information in confidence.
- The parties may use Confidential Information only to fulfill obligations or exercise rights under this Agreement, and may share it only with employees, agents, or contractors with a need to know such information.
- The parties will protect Confidential Information using a reasonable degree of care for three years from the date of receipt.
- These obligations do not cover information that
 - a. was known or becomes known to the receiving party without obligation of confidentiality,
 - b. is independently developed by the receiving party, or
 - c. is disclosed as required by law.

2.4. Personal Data Processing

- HPE does not require any access to personal data in the performance of the Services, except for Customer's business contact information. HPE will utilize Customer's business contact information solely to the extent necessary for HPE to provide the Services and to identify complimentary services to Customer, either directly or indirectly. In the event of any inadvertent access to any other personal data, HPE will not use or modify the personal data in any manner, except that HPE may remove personal data that inadvertently resides on HPE systems within HPE's control.
- Where legitimate business purposes require HPE to collect and process business contact information relating to Customer's employees or other individuals representing Customer, HPE, as a data controller, will process such personal data using appropriate technical and organizational measures and in compliance with its Privacy Statement (www.hpe.com/us/en/legal/privacy.html) and applicable laws.
- Where HPE discloses personal data relating to its employees or other individuals representing HPE to Customer or where such persons provide their personal data directly to Customer, Customer will process such personal data using appropriate technical and organizational measures in compliance with Customer's privacy policies and applicable laws.
- If HPE processes personal data on Customer's behalf in the course of providing the Services, it will do so in accordance with the *HPE Support and Professional Services – Data Privacy and Security Agreement* (www.hpe.com/info/customer-privacy).

2.5. Rights and Remedies

2.5.1. HPE and Third-party Software Terms

- During delivery of Services, HPE may be required to install copies of third-party or HPE software and to accept on behalf of Customer the license terms of such software ("Shrink-Wrap Terms"), which may be in electronic format, embedded in the software, or contained within the software documentation.

- Customer is responsible to review Shrink-Wrap Terms at the time of installation, and hereby authorizes HPE to accept all Shrink-Wrap Terms on its behalf.

2.5.2. Termination

- Subject to any applicable Early Termination Fees as described in the SOW, either party may terminate this Agreement
 - a. if the other party materially breaches its contractual obligations and fails to remedy the breach within 30 days of receiving written notice of the material breach,
 - b. if the other party is subject to an insolvency or bankruptcy event, or
 - c. for convenience, upon 90 days' written notice.

2.5.3. Customer Duty to Defend

- Customer will defend or settle any third-party claims against HPE arising out of Customer's or its users, employees, contractors, or agents improper use of the Systems, but only if HPE
 - a. promptly notifies Customer in writing of the claim,
 - b. cooperates with Customer in such defense and settlement, and
 - c. grants Customer sole authority to control the defense and related settlement.
- Customer will pay third-party claim defense costs, settlement amounts, and any court-awarded damages.
- This Section states Customer's entire liability and HPE's sole and exclusive remedy for such third-party claims.

2.5.4. HPE Duty to Defend

- HPE will defend or settle any third-party claims against Customer that allege that an HPE-branded System or Service supplied under this Agreement infringes the intellectual property rights of a third party. HPE will rely on Customer's prompt notification of the claim and cooperation with HPE's defense.
- HPE may modify the Systems or Service to be non-infringing and materially equivalent, or HPE may procure a license. If these options are not available, HPE will refund the balance of any pre-paid and undelivered Services upon return of the impacted Systems.
- HPE is not responsible for claims resulting from any unauthorized use of the Systems or Services or deliverables content or design provided by Customer.

2.5.5. Limitation of Liability

- The aggregate liability of each party to the other for all claims under or relating to this Agreement is limited to 12 times the average monthly fees invoiced by HPE.
- Neither Customer nor HPE will be liable for lost revenues or profits, downtime costs, loss, or damage to data, or indirect, special, or consequential costs or damages.
- This Section does not limit either party's liability for
 - a. indemnification obligations,
 - b. Early Termination Fees,
 - c. unauthorized use of intellectual property,
 - d. loss or damage to Systems,
 - e. death or bodily injury,
 - f. acts of fraud, or
 - g. other liability which may not be excluded or limited by applicable law.

2.6. General Provisions

2.6.1. Force Majeure

Neither party will be liable for delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

2.6.2. Entire Agreement

This Agreement represents the parties' entire understanding of the parties with respect to its subject matter and supersedes any previous communications.

2.6.3. Amendment

Any changes to this Agreement must be made in a writing signed by both parties.

2.6.4. Assignment

Customer may not assign all or any part of this Agreement without HPE's prior written consent.

2.6.5. Governing Law

This Agreement is governed by the laws of the country of the HPE entity accepting the order. Customer and HPE agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

2.6.6. Survival

Any clause which by its nature should survive to give adequate effect to its terms (for example, but not limited to, confidentiality obligations, rights and remedies, Early Termination Fees, De-installation Fees, etc.) will survive the termination or expiration of this Agreement.

2.6.7. Enforceability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

2.6.8. Compliance with Laws

- Each party will comply with applicable laws.
- Customer bears sole responsibility for all use of the Systems and Services.

Exhibit F – Defined Terms and Abbreviations

The following terms, abbreviations, and acronyms have the following meanings:

General

Acronym	Explanation
AAT	Assigned Account Team
ADM	Account Delivery Manager, as defined in Exhibit B– GreenLake Core Services Details
ASM	Account Support Manager, as defined in Exhibit B– GreenLake Core Services Details.
ASP	Account Support Plan, as defined in Section 2.4.2 of the SOW
CTR	Hardware Call to Repair
CEM	Critical Event Manager
CSM	Customer Success Manager
CSS	Cloud Solution Specialist, as defined in Exhibit B– GreenLake Core Services Details.
DHS	Complete Care Hardware Specialist
DMR	Defective Media Retention
HPE	[Hewlett Packard Enterprise Entity.]
HPESC	HPE Support Center
I&S	Installation and Startup
iLO	Integrated Lights Out
IP	Internet Protocol
IPM	Integration Program Manager, as defined in Exhibit B– GreenLake Core Services Details.
ISOs	Disk Image of an optical disk
ISV	Independent Software Vendor
LAN	Local Area Network
OS	Operating System
PM	Project Manager
PO	Purchase Order
SAN	Storage Area Network
SOW	Statement of Work
STaTS	Service Tools & Technical Support
TAM	Technical Account Manager, as defined in Exhibit B– GreenLake Core Services Details.
UDM	Utility Delivery Manager, as defined in Exhibit B– GreenLake Core Services Details.
VLAN	Virtual Local Area Network

Term	Definition
Agreement	This agreement includes a Statement of Work ("SOW") and all applicable exhibits and appendices mentioned herein, and they collectively represent the agreement between HPE and Customer ("Agreement"). All datasheets listed, or specific sections of datasheets referenced, in this agreement are incorporated by reference
Billing Tier(s)	A particular System or component of a System with unit pricing
Buffer Capacity	Additional capacity, which may be deployed by HPE at its sole discretion, to allow for growth. Buffer capacity is additional to Customer's Requested Capacity as set forth in – System Details < Use this language for Essential Model> This capacity is billed once used, and becomes part of the Requested Capacity, i.e., the Requested Capacity increases to the size of Installed Capacity. < Use this language for Premium Model> This capacity is only billed when used
Change Management Process	As agreed between the parties and documented in the ASP.
Coterminous	System or System Component added for growth that will terminate with the original System Term.
Confidential Information	As defined in Section Exhibit D1.2.3. of the <i>HPE GreenLake Terms</i> .
Customer	The entity that signed this Agreement with HPE.
Daily Used Capacity	As defined, for each Unit of Measure, in Section 2.4.2 of the SOW or in the relevant Exhibit.
Designated Callers	As defined in Section Exhibit D1.4.3 of Exhibit D– Customer Responsibilities.
Delay Fee	A daily fee charged if HPE is prevented from completing the installation of Systems or metering at the Customer site.
Early Termination Fee(s)	As defined in Section 4.5 of the SOW.
Effective Date	As defined in Section 3.1 of the SOW.
GL	GreenLake
GreenLake Central	The online portal described in Section 2.4.3 of the SOW.
Installed Capacity	The number of Units available on the Customer site.
Monthly Price	As defined in Section 4.1.1 of the SOW.
Non-coterminous	System or System Component added for growth that has its own System Term.
Price Bands	As defined in 23.
Proprietary Service Tools	As defined in Section 2.10 of Exhibit D– Customer Responsibilities
Reserved Capacity	The minimum number of Units which will be invoiced monthly; corresponding to the percentage of Requested Capacity listed in – System Details.
Requested Capacity	The number of Units required over the term agreed to with the Customer. Requested Capacity may increase through the contract change management process documented in the Account Support Plan (ASP).
Return Fee	As defined in Section 4.3 of the SOW.
Services	The HPE GreenLake services, detailed in this Agreement, that HPE will perform for Customer.
Shrink-Wrap Terms	As defined in Section 2.5.1 of the <i>HPE GreenLake Terms</i> .
Site(s)	The locations indicated in – System Details where HPE shall deliver and install the Systems.
Solution Centers	As defined in Section Exhibit D1.4.3 of Exhibit D– Customer Responsibilities

System, Systems	The HPE hardware, and relevant software; as determined, identified, and provided by HPE.
System Term	The System Term for each System shall be for the term set forth in – System Details. Add on Systems and/or System Components will be Coterminal or Non-coterminal with the original System as described in the change request. If not described, System Components will be Non-coterminal.
Trigger Capacity	A percentage of Installed Capacity as set forth in – System Details used to trigger the agreed process between HPE and Customer concerning implementing further Buffer Capacity.
Units, Unit of Measure, UoM	The Unit for HPE GreenLake will be [GreenLake UoM] and includes the Systems provided by HPE in this SOW. Any references in this SOW to [GreenLake UoM] shall mean “Unit.”
Used Capacity	The quantity of Units used by Customer.
Variable Capacity	The delta between Requested Capacity and Reserved capacity. This capacity is billed when used. .
Virtual Machine Server Tier	A group of servers that have identical physical configurations (CPU, memory, built-in storage, etc.).

Storage

Acronym	Explanation
GB	Gigabyte
GiB	Gibibyte