HPE GreenLake

HPE GREENLAKE COMMERCIAL TERMS FOR SELECT SOLUTIONS

1. GENERAL PROVISIONS

1.1 Definitions

Terms not defined herein are otherwise defined in the HPE aaS Terms for Customers and/or the HPE aaS Commercial Terms.

- **Activated CPU hours:** Time-based usage of a central processing unit (CPU) core that has been enabled for active utilization within a server or computing system. Applicable to HPE NonStop Systems.
- **Activated unique users:** The count of distinct individuals or entities who have registered, authenticated, or utilized a particular software application, service, or platform. Applicable to VDI 2.0 – Citrix licenses.
- **Allocated Memory:** The amount of random-access memory (RAM) that has been reserved or assigned to specific applications, virtual machines, or processes within an IT environment. It represents the portion of available memory resources allocated for various computing tasks. Applicable to HPE GreenLake Flex Solution built for Azure Local HPE SimpliVity, VMware vCenter Server, VMware VCF, and HPE Superdome Flex, HPE Synergy, HPE GreenLake with Nutanix, VDI 2.0, HPE GreenLake for Database, HPE Private Cloud Business Edition and HPE GreenLake for Private Cloud Enterprise.
- **Allocated storage**: Refers to the storage, measured in gigabytes (GB) allocated to the disks/volumes, storing images and VM snapshots.
- **Billing Tiers:** A particular System or component of a System with unit pricing. Applicable to HPE GreenLake Flex Solutions.
- **Buffer Capacity** Is additional capacity above the Requested Capacity, which is not initially invoiced. If during System Term usage exceeds Requested Capacity, Reserved Capacity will increase to the current Installed Capacity, which will be then invoiced monthly for the remaining System Term. Applicable to HPE GreenLake Flex Solutions if a Buffer Capacity is included into the Order Form**.**
- **GPU Hours:** The UOM defined in section 2.4.2.
- **Installed Capacity:** The total Units of Measure represented by installed Systems.
- **Logged peak concurrent users:** The highest number of simultaneous users or connections that have been recorded or logged on a computing system or application during a specific time period. Applicable to HPE GreenLake Flex Solutions for Electronic Health Records.
- **Managed cluster vCPU for Anthos:** Schedulable compute capacity by the Anthos control plane, meaning all vCPUs in the relevant user cluster, and excluding both the admin cluster and the control plane nodes. Applicable to Google Anthos.
- **Order Form:** The Solution Material, as defined in section 1.10 of the HPE aaS Terms for Customers and section 1.13 of the HPE aaS Terms for Partners, whichever is applicable, containing the transaction specific terms of the Agreement.
- **Physical cores for bare metal:** Refers to the total physical cores for each bare-metal instance that are allocated.
- **Physical memory:** Refers to the total memory allocated for each bare metal instance, measured in gibibytes (GiB) but often displayed in gigabytes (GB). While memory provisioning uses GiB (where 1 GiB = 1024^3 bytes), the displayed value may appear in GB. Memory usage is presented in GB, where 1 GB is equivalent to 1 GiB.
- **Powered-On Server:** A server within an enterprise IT infrastructure that is currently running and operational. It is actively processing tasks and services, consuming power, and contributing to the organization's computing capacity.

Applicable to compute nodes, servers, blades, HPE Synergy and HPE Edgeline servers.

- **Requested Capacity:** Requested Capacity is the number of Units of Measure 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”). Applicable to HPE GreenLake Flex Solutions.
- **Reserved Capacity:** The Commitment expressed as number of UOMs and a percentage of Requested Capacity. Applicable to HPE GreenLake Flex Solutions.
- **Service(s):** The services, detailed in the Agreement, that HPE will perform for the Customer, including the provision of HPE intellectual property and Systems for Customer’s access, if applicable.
- **System Term:** The Commitment term pertaining to a System.
- **Trigger Capacity:** The extent of Customer’s usage triggering change order negotiations for adding more Buffer Capacity through the delivery and installation of new Systems. Applicable to HPE GreenLake Flex Solutions.
- **Used CPU cores:** The number of central processing unit (CPU) cores that are actively utilized by running applications and processes on a server or computing system. It indicates the portion of available CPU resources in use. Applicable to compute nodes, servers, blades, operating system, SAP HANA, HPE Superdome Flex, HPE GreenLake Flex Solution built for Azure Local, HPE Synergy servers, HPE Cray XD Series, HPE Private Cloud Business Edition .
- **Used licenses:** The number of software licenses that have been allocated or consumed within an organization's software licensing agreement. Applicable to VDI 2.0 – VMware Horizon licenses.
- **Used memory:** The portion of available random-access memory (RAM) in a computing system that is actively utilized by running processes, applications, and services. Applicable to SAP HANA.
- **Used Servers on or off.** The number of servers being powered on or off daily.
- **Variable Capacity:** The amount of UOMs available for Pay per use usage in excess of the Reserved Capacity. Applicable to HPE GreenLake Flex Solutions.
- **Virtual CPU (vCPU) for VMs:** Refers to the allocated virtual CPU for each VM that is in a powered-on state.
- **Virtual memory:** Refers to the allocated memory for each virtual machine (VM) that is in a powered-on state, measured in gibibytes (GiB) but often displayed in gigabytes (GB). While memory provisioning uses GiB (where 1 GiB = 1024^3 bytes), the displayed value may appear in GB. Memory usage is presented in GB, where 1 GB is equivalent to 1 GiB.
- **Written Raw GB/GiB/TB/TiB:** The quantity of data that has been stored before RAID and HA options and without any data reduction techniques like compression or deduplication applied. It indicates the actual raw data size on storage devices. Applicable to HPE 3PAR, HPE Primera, HPE GreenLake Flex Solution built for Azure Local, HPE XP, HPE GreenLake with Cohesity, Scality RING, Cloudian, VMware VCF, MSL Tape Library.
- **Written Usable GB/GiB/TB/TiB:** The amount of data that has been written to the disk drives in the array after RAID and HA options and after applying data reduction techniques such as compression or deduplication. This metric reflects the effective storage space consumed by data. Applicable to HPE Alletra, HPE Nimble Storage, HPE MSA Storage, HPE Primera, HPE GreenLake with Qumulo, Store Once, VDI 2.0, Veeam, HPE GreenLake for Database, HPE Alletra Storage MP B10000, HPE Private Cloud Business Edition.

1.2 Rounding

Numbers resulting from metering of Services, as well as making calculations required by the Agreement may be rounded.

1.3 Service Level Agreement

The Solution Material and these terms will specify if Service Level Agreements and credits apply to a Service.

1.3.1 **Definitions:**

1.3.1.1 **Service Level Agreement (SLA)**: Any commitment by HPE for Service availability set out in the Solution Material.

1.3.1.2 **SLA Credits:** Any remuneration of qualifying SLA outages. An SLA Credit is calculated as a percentage of the total fees paid for the Service for the affected month in which the Service is unavailable. SLA Credits will apply solely against future fees owed for the Service.

1.3.2 **Requesting SLA Credits**

1.3.2.1 SLA availability is calculated by subtracting from 100% the percentage of minutes during the month in which the Service is not available, excluding unavailability resulting directly or indirectly from any exclusions.

1.3.2.2 To have an SLA Credit applied, an SLA Credit request must be submitted by Customer by opening a new support case with HPE.

1.3.2.3 To be eligible, the SLA Credit request must be received by HPE by the end of the second billing cycle after which the unavailability occurred and must include: (1) the words “SLA Credit Request” in the subject line; (2) the dates and times of each unavailability of the Service; and (3) documentation supporting the unavailability of the Service, any confidential or sensitive information in these materials must be removed.

1.3.2.4 Once the unavailability is confirmed by HPE, the Service Credit will be issued by Seller to Purchaser.

1.3.2.5 Failure to provide the SLA request and other information as required will disqualify the claim.

1.3.2.6 To be eligible to receive any SLA Credits for an SLA event, Purchaser must meet the following requirements:

- Purchaser has a valid Agreement for the Service.
- Customer’s SLA claim meets all applicable requirements and is not subject to any of the exclusions identified in the Solution Material.

1.3.3 **Reseller transactions**

1.3.3.1 If the Customer is buying from a Reseller or a Direct to Resell Partner (as defined in the HPE aaS Terms for Partners), any SLA Credits will apply between HPE and the Tier One Partner. Tier One Partner may adjust any SLA Credit to its specific pricing structure. Reseller and Direct to Resell Partner are free to do the same towards the Customer.

1.4 Credit check

In addition to a purchase order, if applicable pursuant to section 3.3 of the HPE aaS Commercial Terms, and/or any other documented acceptance of this Order Form by Purchaser that is accepted by HPE, the entry into force of this Order Form is contingent on HPE’s completion of a satisfactory credit check of the Customer.

2. HPE GREENLAKE FLEX SOLUTIONS

2.1 Payment model

HPE GreenLake Flex Solutions Services are subject to the Subscription with a Pay per use option payment model as set out in section 5.3 of the HPE aaS Commercial Terms, however, both Subscription and Pay per use fees will be invoiced in arrears.

2.2 System Term start date and Service availability date

The System Term starts and Service is available upon the earlier of

- The Customer using the Systems, or
- The Service availability date provided by HPE.

Any Service that is billed separately from Systems will be subject to its own Service availability date provided by HPE.

2.3 Pricing

Any pricing provided in this Agreement is indicative for renewals and/or other future change orders and should only be used for budgetary purposes. Change orders require mutual agreement by the parties.

The Service may include third-party components identified in the Order Form. HPE agrees to utilize reasonable commercial efforts to ensure the continued availability of such components or source alternatives when such components are no longer available. If a third-party component becomes unavailable with no viable alternative, the Service will be automatically adjusted, and Seller may adjust the pricing for the Service without such component.

The Order Form will specify if the Service is subject to the absolute or tiered pricing model ("**Absolute Pricing Model**" or "**Tiered Pricing Model**").

2.3.1 **Absolute Pricing Model**

2.3.1.1 The Reserved Capacity fee is payable irrespective of actual usage. Consumption-based charges will be calculated by multiplying any metered usage of Variable Capacity (or Buffer Capacity if applicable) in excess of the Reserved Capacity by the applicable UOM price provided in the Order Form.

2.3.1.2 Any Service component or Service subject to fixed recurring or non-recurring charges are set out in the Order Form together with the applicable recurring or non-recurring charges.

2.3.2 **Tiered Pricing Model**

2.3.2.1 **Fees**

Purchaser will pay a Total Consumption Fee.

2.3.2.2 **Calculating Fees**

- **Total Consumption Fee** is calculated by adding any Variable Usage Fee to the Reserved Capacity Fee. If a Variable Usage Fee is not applicable, the Total Consumption Fee is equal to the Reserved Capacity Fee.
- **Reserved Capacity Fee** is calculated by adding together all applicable Reserved Rate Band Fees.
- **Reserved Rate Band** is every rate band within which the total Reserve Capacity falls within.
- **Reserved Rate Band Fee** is applicable per each Reserved Rate Band. The Reserved Rate Band Fee is calculated by multiplying the applicable Reserved Rate Band's UOM rate by the total number of Reserved Capacity UOMs in the Reserved Rate Band. If more than one Reserved Rate Band is applicable, the resulting amounts are added together.
- **Variable Usage Fee** is calculated by multiplying UOMs consumed in excess of Reserved Capacity by the Consumption Variable Rate.
- **Consumption Variable Rate Band** is the highest number Rate Band where the total Reserved Capacity falls i.e., it is the highest Rate Band which is not fully used up by Reserved Capacity.
- **Consumption Variable Rate** is the rate identified in the Consumption Variable Rate Band.

2.3.2.3 Any Service component or Service subject to fixed recurring or non-recurring charges are set out in the Order Form together with the applicable recurring or non-recurring charges.

2.4 Metering

2.4.1 Storage

Storage (Written Raw GB/GiB/TB/TiB and Written Usable GB/GiB/TB/TiB) is considered used 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 usage is the average storage space in use over the month.

2.4.2 Compute

Physical cores usage (Used CPU Cores) is measured in utilization percentage. A physical core is considered used if its daily average utilization is greater than 3%, as collected by the metering tools. Daily usage is the total number of physical cores with usage greater than 3% in a day. The monthly average of the applicable daily usage will be taken.

GPU usage, used in GPU Hours, is measured as the sum of hours in which GPU is considered "in use". A GPU is considered "in use" if its maximum memory usage within the hour is over a defined threshold (3%). The threshold is provided to allow for ignoring idle-state usage in GPU partitioning cases.

Powered-On Server usage: servers need to be physically switched on/off to register a state change.

2.4.3 HPE-provided software

For an HPE provided software product that is directly licensed to individual hardware devices or other variable/quantifiable condition, HPE GreenLake Central will be updated monthly, with the number of HPE licenses used (for example, License per CPU).
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.

2.5 Pricing in the case of metering issues

If daily usage data cannot be collected by the metering scripts for more than two calendar days (including delays in implementing the metering script), HPE will send the Customer an email indicating that daily usage data cannot be gathered. The Customer will immediately assist HPE in resolving the problem.

2.5.1 If this issue continues for up to 30 days and

- Usage data has already been collected, then Seller will use the usage data from the day immediately preceding the failure for that 30-day period.

- No usage data has been collected, then Seller will use the mid-point between the Installed Capacity and the Reserved Capacity for that 30-day period.

2.5.2 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 the 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.

2.6 Price Adjustments

Prices are calculated upon the Customer's estimated average growth per year through the System Term. Seller and

Purchaser will negotiate equitable changes to the prices and fees in good faith if:

2.6.1 A material adverse change in Customer's financial or operating condition has occurred since the Agreement was signed,

2.6.2 Customer does not meet the annual growth rate assumption as stated in the Order Form, or

2.6.3 Any of the values in the HPE Managed Services pricing assumption table in the Order Form (if HPE Managed Services are included) are exceeded by 10% or more at any time during the applicable System Term.

2.6.4 The Partner-led experience (if applicable) isn't delivered by the Reseller as a result of which the Service cannot be delivered to its specifications, therefore, a change from the Partner-led experience-level to another one becomes necessary.

2.7 Pricing Mechanism and the Monthly Price

The basic pricing factor is the Subscription fee for the Commitment and any Pay per use fee for Consumption in excess of the Commitment.

For HPE GreenLake Flex Solutions the Subscription fee for the Commitment is also called the Reserved Capacity fee. The Pay per use fee for Consumption in excess of the Commitment is also called the Variable Usage Fee (Tiered Pricing Model) or Variable Capacity fee and/or the Buffer Capacity fee if a Buffer Capacity is included instead (Absolute Pricing Model).

Monthly price ("**Monthly Price**") is calculated by adding together the following:

- Any usage above the Commitment multiplied by the applicable UOM price for each Billing Tier (Pay per use fee)
- The applicable Subscription fee for each Billing Tier
- Any other applicable fixed monthly charges included in the Order Form
- Any other applicable fees or charges included in the Order Form

2.8 Delay fee

If System installation services are delayed for a cause not attributable to HPE, on the 31st day from delivery of the System, HPE will start invoicing Purchaser a delay fee monthly in arrears. The delay fee is calculated as follows: 1/30th of monthly Reserved Capacity of impacted billing Tiers charged daily as defined. Example: If 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.

2.9 Early Termination Fees

Termination for convenience by Purchaser, termination by Seller for Purchaser uncured breach or insolvency

In the event of such termination of the Agreement or any System before the expiration of the initial System Term, including termination before the start of the System Term, the Purchaser must pay Early Termination Fees, calculated as follows:

2.9.1 For ramp-up period:

2.9.1.1 For each impacted System during the ramp-up period: The Installed Capacity at the time of the termination x applicable UOM price for each Billing Tier in the System per month x the number of months remaining in the affected System Term

2.9.1.2 For each impacted System after the ramp-up period: The Commitment at the time of the termination x applicable UOM price for each Billing Tier in the System per month x the number of months remaining in the affected System Term

2.9.1.3 For optional software or Services: any Early Termination Fees set out the Order Form.

2.9.2 For non-ramp-up period:

2.9.2.1 For each impacted System: The Commitment at the time of the termination x applicable UOM price for each Billing Tier in the System per month x the number of months remaining in the affected System Term

2.9.2.2 For fixed monthly charges: The sum of any monthly fixed charges x the number of months remaining in the affected System Term

2.9.2.3 For optional software or Services: any Early Termination Fees set out in the Order Form.

2.9.3 Purchaser will finally settle all liabilities arising out of any termination in accordance with this section upon payment in full of Seller's final invoice, which will include:

2.9.3.1 Early Termination Fees (unless contained in a separate debit note if applicable)

2.9.3.2 Any outstanding Subscription (Reserved Capacity) fees and Pay per use (Variable/Buffer Capacity) fees and Service charges

2.9.3.3 Return Fee as set out in the first paragraph section 4.1.4 of the aaS Commercial Terms.

2.9.4 Termination by Purchaser for HPE uncured material breach or insolvency

2.9.4.1 In the event of termination by Purchaser for an uncured HPE material breach or HPE insolvency event, Purchaser will be relieved of the Early Termination Fees and the Return Fee.

2.10 Solution-Specific Charges

2.10.1 **The HPE GreenLake with Commvault**

The following Early Termination Fees apply to Commvault Complete Backup and Recovery software:

Price of Commvault Complete Backup and Recovery per month x Installed Capacity x the number of months remaining in the affected System Term.

2.10.2 **Microsoft Azure Local**

Seller reserves the right to charge, on a time-and-materials basis, for any additional work over and above the Service pricing set out in the Order Form that may result from activities required to address Service prerequisites or other requirements that are not met by the Customer. This includes the restrictions to physical location, software, prerequisite information, and credentials necessary for solution deployment.

2.10.3 **MSL Tape Libraries**

Linear Tape Open ("LTO") tape cartridges are offered at a flat non-metered, amortized rate and may appear separately from the metered UOM in monthly reports or invoices.

2.11 Invoice Breakdown

Seller will invoice Purchaser monthly in arrears for

- The Monthly Price
- Any applicable additional charges (Early Termination Fees (unless contained in a debit note if applicable), Return Fee etc.)
- Any applicable taxes (such as, sales, value-added tax [VAT], goods and services tax [GST] or similar taxes or fees including stamp duty)

If the Order Form contains multiple Systems the charges set forth in this section may be calculated and invoiced separately for each System.

2.12 Optional solution terms for HPE GreenLake Flex Solutions

2.12.1 **HPE GreenLake for Compute Ops Management**

The payment model for HPE GreenLake for Compute Ops Management is Subscription. The Subscription starts on the System Term start date of the associated Systems and is coterminous with that System Term i.e., will terminate when the System Term terminates.

2.12.2 **HPE GreenLake with Nutanix**

A Nutanix Allocated Memory (GiB) is considered used if it is allocated one or more times per day, as collected by the metering tools. Daily usage is the average number of Nutanix Allocated Memory (GiB) allocated in a day.

A Nutanix Files Storage GiB is considered used if it is allocated for logical storage and written if physical storage one or more times per day, as collected by the metering tools. Daily usage is the average number of Nutanix Storage GiB allocated in a day.

A Nutanix Object Storage GiB is considered used if it is allocated for logical storage and written in the case of physical storage one or more times per day, as collected by the metering tools. Daily usage is the average number of Nutanix Storage GiB allocated in a day.

Nutanix AOS VDI VMs or seats are the highest number of VMs active during any billing period. For example, if numbers recorded for a billing period were 10, 15, and 20, then the usage reported by metering tools would be 20 for that billing period.

The monthly usage is an average of the daily values, except in the case of AOS VDI seats where it is the high value.

2.12.3 HPE GreenLake with Scality RING

Scality storage is considered used if reported as allocated by the Scality API as **disk used** to the metering tools. The metering provisions in section 2.4 pertaining to storage apply to Scality Systems.

2.12.4 HPE GreenLake Flex Solution built for VDI

1. Units of Measure and Metering

The HPE GreenLake Flex Solution built for VDI uses the following units of measure to meter the usage of the System and charges will be calculated based on the metering criteria described below:

HPE GreenLake Flex Solution built for VDI Systems

HPE GreenLake Flex Solution built for VDI usage is measured in VDI compute units. Monthly usage is calculated as the peak number of VDI compute units allocated in each 24-hour period of the month averaged across the month on a pro rata basis. A compute unit is the amount of VM allocated memory per hypervisor host, for VMs that are powered on, as collected by the HPE metering tools.

HPE Alletra

HPE Alletra storage usage is measured in Written Usable GiB.

Citrix Services

The UOM is the maximum number of active named user licenses used per month. This measurement is collected by HPE through a Citrix-provided report and will be used for informative and capacity management purposes only, and has no effect on billing. Billing will be based on the maximum number of users, as specified in the capacity assumptions, and will be 100% Reserved Capacity.

NVIDIA® vGPU virtualization software

The number of NVIDIA virtualization software licenses, namely NVIDIA GRID vPC and NVIDIA Quadro vDWS are defined during configuration by the number of NVIDIA concurrent user licenses, which is the maximum number of VDI virtual desktops with graphics and will be 100% Reserved Capacity.

VMware Horizon® software

The UOM is the number of VMware Horizon named user licenses. This measurement is collected by HPE through a VMWare-provided report and will be used for informative and capacity management purposes only, and has no effect on billing. Billing will be based on the maximum number of users, as specified in the capacity assumptions, and will be 100% Reserved Capacity.

Usage reports related to the HPE GreenLake Flex Solution built for VDI System will be available to view through the platform.

2. Capacity assumptions

The capacity of the HPE GreenLake Flex Solution built for VDI System is based on the number of users defined in the Order Form. Subject to applicable minimums, charges will be calculated based on the metering criteria described previously.

2.12.5 HPE GreenLake with Qumulo

HPE metering tools will collect information on the capacity of the Qumulo Data TB units in use daily. Daily usage is the average number of Qumulo Data TB allocated in a day. The monthly usage is an average of the daily values.

2.12.6 Microsoft Azure Local

Allocated Memory: Metering tool reports in any 24-hour period the maximum amount of memory allocated on each hypervisor host summed with the maximum amount of memory overhead consumed by the HA environment. Overhead will be included in charged usage.
As the metering script includes the overhead as usage, the Installed Capacity is reported as the total amount of physical memory.

HPE collects memory metrics from every 15 minutes to once an hour over a 24-hour reporting period. The

average of daily peak allocated, and associated memory overhead is invoiced each month.

Written raw GiB: The amount of raw storage needed to store customer written data and provide data redundancy. The level of overhead associated with data redundancy is a function of the redundancy level configured. Two-way mirroring will incur a storage efficiency of 50% (for example, for every 1 TB of data, at least 2 TB of storage capacity will be needed) while three-way mirroring will incur a storage efficiency of 33% (for example, for every 1 TB of data, at least 3 TB of storage capacity will be needed).

- Installed Capacity is reported as the total amount of raw capacity.
- The maximum usable capacity is the total raw capacity minus the formatted capacity of either 2 or 4 times the disk size used depending on the number of nodes present in the configuration.
- HPE collects storage metrics daily.
- Monthly billing will be based on the average of the daily values recorded in each sample.

Microsoft will also measure the use of Azure services by the Customer and report usage data to HPE when HPE is the CSP of record. Seller will bill the Purchaser for this usage in addition to the System Units of Measure as stipulated in the Order Form.

2.12.7 Electronic Health Records metering and pricing

Metering collects and sends data to HPE daily for measurement of monthly Consumption. The monthly Consumption is multiplied by the monthly rate.

HPE GreenLake for Electronic Health Records monthly consumption is measured by the peak number of Epic concurrent users and the invoice amount is determined as follows:

- Capture the peak number of Epic concurrent users for each hour of the 24-hour day (consumption for the hour)
- Average the consumption for the hour across 24 hours of each day (consumption for the day)
- Average the consumption of the day across all days of the month (consumption for the month)
- Multiply the consumption for the month by the monthly rate.

2.12.8 HPE GreenLake with Veeam

Units of Measure and metering

HPE Apollo systems
HPE Apollo systems storage usage is measured in Written Usable TB written by Veeam Software. Written Raw TB is considered used as reported by the Veeam Software to the metering tools. HPE uses metering tools that are configured to collect information about the underlying storage usage by Veeam Software and report it back to consumption analytics. Daily usage is the average of daily usage data collected by the metering tools. For the avoidance of doubt, if the Veeam and HPE Apollo system are used as a Veeam Backup System, the UOM will be TB.

HPE ProLiant systems HPE ProLiant systems storage usage is measured in Written Usable TB written by Veeam Software. HPE Veeam Data TB is considered used as reported by the Veeam Software to the metering tools. HPE uses metering tools that are configured to collect information about the underlying storage usage by Veeam Software and report it back to consumption analytics. Daily usage is the average of the daily usage data collected by the metering tools. For the avoidance of doubt, if the Veeam and HPE ProLiant system are used as a Veeam Backup System, the unit will be TB.
HPE StoreOnce systems HPE StoreOnce systems storage usage is measured in **gigabytes (GB), or gibibytes (GiB) written as usable data (excluding RAID, erasure coding, and such).** Storage is considered a used as determined from the data collected by the metering tools. **Daily usage** is the average of the data collection values collected by the metering tools.
Backup systems (excluding HPE Apollo systems used as a backup system) For backup systems (that is, not co-hosted on a Veeam and HPE Apollo system), an individual physical server usage is measured in **powered-on units**. A server is considered a used if an individual physical server device is powered on one or more times per day, as collected by the metering tools. **Daily usage** is the total number of physical devices allocated in a day.
Veeam Software Veeam Software is considered a used upon installation. Pricing will be a fixed per month charge with no variability based on the number of licenses in use per month.

2.12.9 HPE GreenLake with Cohesity

For Cohesity systems, usage is measured as follows:

a. Cohesity systems (exclusive of Cohesity DataProtect software)	Cohesity systems storage usage is measured in raw tebibytes (TiB, base 2) written at an unformatted level. Usage will be measured by reading data from the Cohesity API once per day by the metering tools. Daily usage is the average storage space allocated in a day. Monthly usage is an average of the daily values.
b. Cohesity DataProtect software (if included with the Cohesity Systems)	Cohesity DataProtect software is considered used upon installation. Pricing will be a fixed, per month charge with no variability, based on the number of licenses in use per month. One license is required for each TB (base 10) of input of customer data to the Cohesity DataProtect software.

2.12.10 HPE GreenLake for MSL Tape Libraries

The specific drive or tape the data is written to does not impact metering or billing calculations.

2.12.11 HPE GreenLake for NonStop Systems

Peak number of cores enabled within the hour as reported by NonStop Systems and collected by the metering tools. Monthly usage is the sum of the hourly core count within the month.

2.12.12 HPE GreenLake at Colocation

1. Service availability

Purchaser acknowledges and agrees that the MRC is a firm commitment for the agreement term and that billing for all MRC and usage-based colocation fees commence upon notice from HPE that the licensed space is ready for occupancy (occupancy notice date), regardless of whether Customer has procured or received services, equipment, or other materials from HPE or third-party vendors (that is, equipment suppliers, software developers, telecommunication carriers, and such) required by Customer in connection with its use of the colocation services or licensed space (colocation service availability).

2. No sale of goods or telecommunication services

These colocation Services do not include the sale of any products.

To the extent a colocation-related product is identified in the “System Details” section of the Order Form (for example, power whips, cage material, access reader, and such), the applicable fee represents the setup charges associated with the item, the installation of which is required for HPE to prepare the licensed space for customer's use during the agreement term.

Legal title shall remain with colocater, and Customer shall have no right to remove any such products at any time. All products, and some elements of these colocation Services, may be delivered by a colocater affiliate.

HPE, including colocater, is not a reseller of telecommunication services. If third-party telecommunication services are procured by Customer, the customer shall be responsible for all taxes and other related surcharges regardless of customer's tax status.

3. Broker

Purchaser represents and warrants to Seller that it has not entered into any agreement with a broker, agent, or finder to whom a brokerage or other commission or fee may be payable in connection with this data sheet or the transaction contemplated hereby.

2.12.13 HPE GreenLake at Equinix

The power threshold set forth in the "System Details" section of the Order Form represents the total amount of power that Customer is allowed to utilize in the licensed space and for which Purchaser is required to pay (contracted power).

Customer shall not exceed the contracted power without Seller's prior written approval. If at any time during the applicable agreement term, Customer's actual power utilization exceeds the contracted power allotment for any reason, Seller will require Purchaser, and Purchaser hereby agrees, to implement a change order to increase the contracted power to an amount at least equal to the amount of such excess usage, and Purchaser also shall pay for the additional utilization used by Customer prior to the effective date of any such change order.

2.12.14 HPE GreenLake with Colocation Digital Reality Trust

The power threshold set forth in the "System Details" section of the Order Form represents the total amount of power that Customer is allowed to utilize in the licensed space and for which Purchaser is required to pay (contracted power).

Customer shall not exceed the contracted power without Seller's prior written approval. If at any time during the applicable agreement term, customer's actual power utilization exceeds the contracted power allotment for any reason, Seller will require Purchaser, and Purchaser hereby agrees, to implement a change order to increase the contracted power to an amount at least equal to the amount of such excess usage, and Purchaser also shall pay for the additional utilization used by Customer prior to the effective date of any such change order.

2.12.15 HPE GreenLake with Commvault

For Commvault Systems, the usage is measured as follows:

Commvault Complete Backup and Recovery Software

For Service availability purposes Commvault Complete Backup and Recovery Software is considered available and used after installation. Pricing will be a fixed, per month charge with no variability, based on the number of licenses in use per month.

Commvault HyperScale (exclusive of Commvault Complete Backup and Recovery Software)

Usage is measured by reading data from the Commvault API at least once per day by the metering tools. The number of Commvault HyperScale Software licenses allocated for a System will be calculated based on usable TiB as a percentage of the installed capacity in TiB, base 2 (the Commvault usable capacity percentage). Daily usage of Commvault Systems is the average of the data collection values collected by the metering tools. Monthly usage is an average of the daily values.

2.12.16 HPE GreenLake Flex Solutions built for Mission Critical Storage

Usage of HPE Alletra Storage 9000 will be metered and priced according to the price bands in the Order Form.

HPE Alletra Storage 9000 RAW bytes: the used capacity before RAID is considered as metered usage. Daily metered usage is the average of GBs of used capacity in a day.

HPE Alletra Storage 9000 usable bytes: the used capacity after RAID is considered as metered usage. Daily metered usage is the average of GBs used capacity in a day.

2.13 HPE GreenLake with Colocation

2.13.1 **Pricing conditions**

2.13.1.1 MRC pricing is valid for the period provided in the Order Form, starting with the occupancy notice date, with rates subject to change thereafter.

2.13.1.2 If MRC is subject to an annual escalator as denoted in the Order Form, the escalator percentage will be applied every 12 months from the occupancy notice date.

2.13.1.3 If during the System Term or any extension, colocater's direct electrical supply costs increase by more than five percent (5%) per year, and upon supplying written evidence to Purchaser, Seller may increase Purchaser's Fees for Power Service by such change in cost in direct proportion to the increase in energy prices. Any increase will be effective following thirty (30) days written notice to Purchaser. Seller may only adjust the Fees for Power Services once every twelve (12) months.

2.13.1.4 Pricing for items identified as NRC is provided for informational purposes only and is subject to pricing at the time of request for Services.

2.13.2 **Price changes**

2.13.2.1 Seller and Purchaser will negotiate changes to prices if additional capacity is needed by the Service (for example, additional space and power needs).

2.13.3 **MRC (Monthly Recurring Charges)**

2.13.3.1 Purchaser shall pay the MRC and usage-based colocation fees specified in the Order Form.

2.13.3.2 Purchaser acknowledges and agrees that the MRC is a firm commitment for the Order Form Term and that billing for all MRC and usage-based colocation fees commence upon notice from Seller that the licensed space is ready for occupancy (**occupancy notice date**), regardless of whether the Purchaser has procured or received services, equipment, or other materials from third-party vendors (that is, equipment suppliers, software developers, telecommunication carriers, and others) required by the Purchaser in connection with its use of the colocation services or licensed space.

2.13.4 **NRC (Non-recurring charges)**

2.13.4.1 The Purchaser shall pay Seller all NRC as specified in Section 6 Optional Service Charges—colocation. Non-recurring charges include **Smart Hands support**, which means the provision of labor-based services provided upon request through the platform.

3. HPE ALLETRA STORAGE MP B10000

3.1 Provisions specific to HPE Alletra Storage MP B10000

The provisions of these HPE GreenLake Commercial Terms for Select Solutions apply to HPE Alletra Storage MP B10000 with the following deviations that will have precedence over the rest of this document:

3.1.1 Variable Capacity will be equal to at least 10% of Reserved Capacity (example: if Reserved Capacity is 10 TB, Variable Capacity available for consumption will be at least 1 TB).

3.1.2 Consumption is calculated by taking the highest daily usage average in the month.

4. HPE PRIVATE CLOUD BUSINESS EDITION

4.1 Provisions specific to HPE Private Cloud Business Edition ("PCBE")

The provisions of these HPE GreenLake Commercial Terms for Select Solutions apply to HPE Private Cloud Business Edition with the following deviations that will have precedence over the rest of this document:

4.1.1 Variable Capacity will be equal to at least 10% of Reserved Capacity (example: if Reserved Capacity is 10 TB, Variable Capacity available for consumption will be at least 1 TB).

4.1.2 For PCBE with VMware consumption will be tracked and reported at each UOM level. Average of daily averages of Variable Capacity usage will be taken for billing any Variable Capacity in the month. The readings of each UoM (CPU, Memory and storage capacity) are individually averaged: the average per UoM usage = the average of 30 (days) x 4 (readings per hr) x 24 (hrs/ day).

4.1.3 For PCBE with VME consumption will be tracked and reported at each UOM level which is Server on or off.

4.1.4 SLA Credits

Mission Critical availability:

- 50% if cumulative downtime is ≤ 43 minutes in billing month
- 100% if cumulative downtime is > 43 minutes in billing month Business Critical and General Purpose availability:
- 50% if cumulative downtime is > 3 minutes and ≤ 43 minutes in billing month
- 100% if cumulative downtime is > 43 minutes in billing month

5. HPE GREENLAKE FOR PRIVATE CLOUD ENTERPRISE

5.1 Provisions specific to HPE GreenLake for Private Cloud Enterprise

The provisions of these HPE GreenLake Commercial Terms for Select Solutions apply to HPE GreenLake for Private Cloud Enterprise with the following deviations that will have precedence over section 1 through 4:

5.1.1 Payment model

HPE GreenLake for Private Cloud Enterprise Services are subject to the Subscription with a Pay per use option payment model as set out in section 5.3 of the HPE aaS Commercial Terms, however, both Subscription and Pay per use fees will be invoiced in arrears.

5.1.2 Pricing

The Subscription fee is payable for the Commitment irrespective of actual usage. Consumption-based charges will be calculated by multiplying any metered usage in excess of the Commitment by the applicable UOM price provided.

Any pricing provided in this Agreement is indicative for renewals and/or other future change orders and should only be used for budgetary purposes. Change orders require mutual agreement by the parties.

The Service may include third-party components identified in the Order Form. HPE agrees to utilize reasonable commercial efforts to ensure the continued availability of such components or source alternatives when such components are no longer available. If a third-party component becomes unavailable with no viable alternative, the Service will be automatically adjusted, and Seller may adjust the pricing for the Service without such component.

5.1.3 Metering

For capabilities that are measured using multiple Units of Measure, the total charge for Consumption is the aggregate of the charges for all the Units of Measure that are used to measure Consumption.

Monthly usage for HPE GreenLake for Private Cloud Enterprise is calculated by aggregating the usage of each Unit of Measure over a month.

HPE meters each capability based on the associated Units of Measure and calculates monthly charges based on the average allocated usage per day for each UOM as collected by the metering tools. HPE meters each UOM based on the number of seconds the UOM was allocated per day. An UOM can be allocated up to a maximum of 86,400 seconds per day.

Monthly usage is an average of daily usage.

Metering of the Systems will begin on the completion of the System installation.

5.1.3.1 For bare-metal instances

All bare-metal instances that are part of the Customer-managed bare-metal compute groups will be metered for billing.

All bare-metal instances that are part of HPE managed bare-metal compute groups and used to create the virtualization cluster to support the deployment of VMs and containers on VMs are not metered for their bare-metal instance consumption.

5.1.3.2 For VM instances

All VM instances that are in the powered-on state are metered for billing.

5.1.3.3 For storage

All storage volumes created will be metered for billing until they are deleted. This also includes backups and snapshots.

5.1.4 SLA Credits

SLA Credits are calculated as a percentage of the monthly bill for the instances and/or clusters that did not meet the monthly uptime SLA.

SLA Credits can only be applied against future fee payments for the specific HPE GreenLake for Private Cloud Enterprise Service instance in relation to which the SLA miss occurred and is otherwise due from the Purchaser. SLA credits cannot be set off against other payments due to Seller and cannot be transferred or applied against any other account. SLA credits shall be Purchaser's exclusive remedy for HPE not meeting monthly uptime SLAs.

SLA credits are without prejudice to any claims for damages in excess of SLA credits if the Agreement is terminated for uncured material breach.

If Customer purchased the Service from a Reseller, any SLA Credit will apply between HPE and the Tier One Partner. Tier One Partner may adjust any SLA Credit to its specific pricing structure towards Reseller, and Reseller is free to do the same towards Customer. In the context of Tier One Partner-to-Reseller and Reseller-to-Customer contracts for the resale of the Service, any SLA credits set out in this document are indicative and they are not binding on Tier One Partners or Resellers. Service credits issued vary depending on the extent to which the SLA was not met as described in the following.

For bare-metal instances in a single site

Monthly uptime percentage	Percentage of monthly bill for the affected Instance
Less than 99% but equal to or greater than 95%	10%
Less than 95% but equal to or greater than 90%	25%
Less than 90%	100%

For VM clusters in a single site

Monthly uptime percentage	Percentage of monthly bill for the affected Instance
Less than 99.5% but equal to or greater than 99%	10%
Less than 99% but equal to or greater than 95%	25%
Less than 95%	100%

For VM clusters in a dual-site high availability (HA) stretched cluster

Monthly uptime percentage	Percentage of monthly bill for the affected Instance
Less than 99.95% but equal to or greater than 99%	10%
Less than 99% but equal to or greater than 95%	25%
Less than 95%	100%

Hewlett Packard Enterprise

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