



HPE GREENLAKE FLEX SOLUTIONS

1 Service Overview

HPE GreenLake Flex Solutions bring the benefits of a cloud pay per use model on-premises. Building on HPE's server, storage, network, software, and services, along with those from selected industry leaders, the Service is installed at the customer's site or a colocation facility. The Services provide comprehensive coverage for included Systems. Covered Systems are supported by the Customer's selected HPE base product support level augmented with an enhanced incident management to provide HPE's enhanced support experience. In the Entry, Basic, Partner-led and Standard experiences a service relationship management layer provides a single point of contact, delivery coordination, and collaboration with the Customer to help achieve desired IT outcomes.

2 Core Services Features

2.1 Startup consists of three phases:

- 2.1.1 **Transition** upon execution of the Agreement, delivery of Services commences with this activity which assigns the account team responsible for delivery of the Service. A kick-off meeting with the assigned account team is conducted and handover from sales to delivery commences. The account team co-ordinates pre-delivery activities, including scheduling the delivery of infrastructure necessary to deliver the Services.
- 2.1.2 **Implementation** will provide the physical implementation of Services at a data center(s) owned or managed by the Customer, or at an HPE GreenLake contracted colocation facility. Implementation will provide a fully installed and ready to consume environment.
- 2.1.3 **Onboarding** as part of this, the metering tools are configured to regularly monitor the consumption of Services and provide this data into the HPE platform portal. The periodic services measurements are used as the basis for creating the monthly charge for the Customer's consumption. If portions of the Service are not metered, a billing process will be documented outlining the agreed-upon billing process. An orientation session will be provided on HPE platform so the Customer can use the capacity measurement tools to electronically view their usage and understand the processes to contact support.

2.2 Operation

Once Startup is Completed, the operations phase commences and includes several key activities:

- 2.2.1 **Capacity services** can consist of two major elements, depending on the service experience selected:
 - 2.2.1.1 **Capacity utilization report** within HPE platform examining usage trends. For those services which offer capacity planning, it will be used as an input to forecast service capacity requirements.
 - 2.2.1.2 **Capacity planning**—In the HPE GreenLake standard, partner-led and entry services experience levels (optional for basic services) a capacity planning meeting will occur regularly with the Customer and the account team. During the capacity planning process, the Customer will provide HPE with a forecast of foreseen consumption. In accordance with the agreed Change Management Process, HPE will install additional capacity in the Customer's environment.
- 2.2.2 **Change management** for the HPE GreenLake standard service level, HPE may provide agreed additional Buffer Capacity to accommodate unforeseen demand and will replenish Buffer Capacity as existing Buffer Capacity is consumed, subject to the Change Management Process. This process will also be used to enable additional Systems and Services not part of the initial Agreement. This would be at Customer request for the HPE GreenLake basic, partner-led, entry and lite services experience levels.
- 2.2.3 **HPE platform shows inventory of all the Services in the environment**, along with usage of each element of the Service, and the agreed duration of each of the Services. Service pricing, operational reports and the start/end dates of each Service can be viewed.

2.3 Base product support

Each product within an HPE GreenLake Flex Solution requires a base product support layer of either **HPE Tech Care Service** or **HPE Foundation Care Service** (available on select products).

2.4 Enhanced incident management (EIM)

EIM is a set of integrated and accelerated reactive and proactive processes designed to address hardware and software incidents. These processes, which can be tailored to Customer's needs, engage appropriate HPE product experts quicker.

- 2.4.1 **Environment profiling:** used in the Basic & Standard experience levels a typical Customer environment profile would include overall understanding of the products included in the HPE GreenLake environment (leverage inventory management); incident tolerance; change management policies; key contact details; communication plan for critical events; dispatch scheduling and confirmation process; on-site coordination; and workloads or business functions. The environment profile would include planned IT events so non-urgent activities are avoided during those critical periods.
- 2.4.2 **Multi-channel access to know-me experts:** HPE expert agents involved with the Customer will leverage the environment profile to understand the Customer's environment and base their decisions on this knowledge.
- 2.4.3 **Incident Analysis and Reporting:** Customers at standard or basic service experience level receive personalized incident analysis and/or reporting.
- 2.4.4 **Remote 24/7 response:** Customers can contact HPE 24 hours a day, 7 days a week regardless of service level. When a customer calls with a severity 1 and 2 incident, HPE aims to either connect the Customer to a product specialist or call them back within 15 minutes.
- 2.4.5 **Priority access and routing:** When possible, HPE GreenLake Customer incidents take priority (for similar service and severity levels) over other Customer incidents and are handled by HPE's more experienced resources. HPE GreenLake customers have a streamlined way to connect with HPE resources via telephone or chat, for example with a unique phone number or express phone tree or chat process.
- 2.4.6 **Direct linkage to HPE assigned team:** HPE engineers involved with the Customer will leverage the assigned team and the optional environment profile to understand the Customer's environment resulting in more informed problem resolution. Note: HPE remote engineers are not assigned to an account.
- 2.4.7 **Accelerated escalation management:** HPE GreenLake customers receive integrated, accelerated escalation procedures to address complex covered support incidents for quicker resolution. For severity 1 and 2 incidents, a critical event manager (CEM) is assigned. If the situation requires additional resources or skills, the CEM coordinates incident escalation and rapidly enlists key incident solving specialists throughout HPE.
- 2.4.8 **Personalized digital experience:** Customers at Standard and Basic experience levels have an assigned account team that will work with the customer as needed to provide customer specific insight from the digital customer experience (e.g., provide insight on an incident dashboard).
- 2.4.9 **Global call management (optional):** If selected and part of the Agreement, Global Call Management allows customer to work with a single global team to log cases for all hardware and software incidents. Please refer to the HPE Global call management service description addendum for more information.

2.5 Core service relationship management services experience

- 2.5.1 HPE GreenLake offers multiple service experience levels, including assigned HPE resources that understand the Customer's business and IT objectives and work to ensure that these needs are met. Currently we offer the following service experience levels:*

- 2.5.1.1 **HPE GreenLake Lite services experience**
- 2.5.1.2 **HPE GreenLake Partner-led services experience**
- 2.5.1.3 **HPE GreenLake Entry services experience**
- 2.5.1.4 **HPE GreenLake Basic services experience**
- 2.5.1.5 **HPE GreenLake Standard services experience**

*Purchased service experience level will be stated in the Agreement.



3 General Provisions and Exclusions

- 3.1 Services provided within the scope of one support contract are restricted to the IT environment under the direct day-to-day management of one IT organization, in one country. Delivery of specific features on technologies in Customer's environment (servers, storage, SAN, and networks) is dependent on prior purchase of the appropriate technology service module(s).
- 3.2 Hardware support on-site response time, call-to-repair time commitments and some HPE GreenLake Enhanced Incident Management features may differ depending on incident severity. The Customer determines the incident severity level.
- 3.3 For severity level descriptions, please refer to the General Incident Provisions section of the [applicable support service description](#).

4 Scope of products covered

- 4.1 This Service is available for selected servers, software, storage devices, storage arrays, network devices, and storage area networks. The features of this Service may differ, or be limited, based on specific devices or software.
- 4.2 If included in the service experience purchased, the HPE account team provides the required proactive deliverables during HPE standard business hours on standard business days, either remotely or on-site, at the discretion of HPE.
- 4.3 Delivery of proactive support outside HPE standard business hours on standard business days can be purchased separately and is subject to local availability.
- 4.4 HPE may provide advice on Customer security practices; however, Customer is fully responsible for the security of their IT environment.
- 4.5 HPE is not liable for the performance or non-performance of third-party vendors, their products, or their support services. The following list includes, but is not limited to, specific activities that are excluded from HPE GreenLake:
 - 4.5.1 Troubleshooting for interconnectivity or compatibility incidents
 - 4.5.2 Services required due to your failure to incorporate any system fix, repair, patch, or modification provided to you by HPE.
 - 4.5.3 Services required due to your failure to take avoidance action previously advised by HPE.
 - 4.5.4 Services that, in the opinion of HPE, are required due to unauthorized attempts by non-HPE personnel to install, repair, maintain, or modify hardware, firmware, or software.
 - 4.5.5 Operational testing of applications, or additional tests requested or required by Customer.
 - 4.5.6 Backup and recovery of the operating system, other software, and data
 - 4.5.7 Services that, in HPE's opinion, are required due to improper treatment or use of the products or equipment.

5 General Terms and Definitions

5.1 Metering Tools

- 5.1.1 HPE will provide metering tools to measure the Systems' usage for the purpose of monthly billing. HPE will designate the relevant metering technology required for the solution.
- 5.1.2 HPE's metering tools collect the System data needed to determine usage (e.g., Powered-on server or virtual machine allocated memory, physical used CPU cores, or usable storage). These tools may be updated or modified during the service term.
- 5.1.3 All metering happens inside Customer's data center firewall, and an encrypted communication (SMTP or HTTPS) with usage data is sent to HPE, except if the Customer's site is a Secure Site (as defined in section 6.7) in which case metering happens as described in section 6.7.
- 5.1.4 Metering of the Systems will begin on the date of completion of HPE's initial installation of metering tools.
- 5.1.5 HPE will be responsible for ongoing administration, upgrades, and maintenance of the metering tools. This will include identification and installation of metering tool patches and the potential transition between different metering technologies. The Customer will be required to assist or perform the installation of HPE metering tools (including any required updates and patches) on the Customer's Systems and assist HPE in their operation.

5.2 Audit of Metering Tools

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



5.3 Site Survey

- 5.3.1 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.
- 5.3.2 This survey may be completed remotely or on-site, at HPE's discretion.
- 5.3.3 Thereafter, the Site Survey may be repeated at the frequency agreed by the parties.

5.4 HPE platform

- 5.4.1 HPE will provide online access to the HPE platform 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.
- 5.4.2 Customer and HPE will mutually agree on the list of customer employees who will have access to the usage data.
- 5.4.3 Customers per Unit of Measure metered usage is sent daily to the HPE platform and usage is summarized monthly.
- 5.4.4 HPE only uses the metering data for invoicing and capacity planning.

5.5 Services with remote monitoring

- 5.5.1 In addition to the metering tools, HPE will install certain hardware and software tools (HPE Tools) to deliver remote monitoring services. HPE Tools are owned by HPE and delivery of these Services is contingent upon installation of them for use by HPE. The 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 Services.
- 5.5.2 Any remote monitoring services (or portions thereof) will be provided from locations determined by HPE, which may be outside the country where the Systems are located.

6 Customer Responsibilities**6.1 Focal Point**

- 6.1.1 The Customer will identify a focal point and an internal customer team to work collaboratively with the HPE team.

6.2 Data Security and Media Sanitization

- 6.2.1 Customer is responsible for the security of their proprietary and confidential information, as well as properly sanitizing or removing data from products that may be replaced and returned to HPE as part of the repair process to ensure the safeguarding of Customer data. For more information on Customer responsibilities, including those outlined in HPE Media Sanitization Policy and Media Handling Policy for Healthcare customers, go to hpe.com/mediahandling.

6.3 Reactive Support

- 6.3.1 For Customer responsibilities related to the reactive portion of the HPE GreenLake service please refer to the appropriate service description.

6.4 Network Data Communication

- 6.4.1 Customer will allow for network data communication to HPE of the data collected by the diagnostic and metering tools. Transmission methods include:
 - **SMTP:** through the Customer's SMTP mail relay.
 - **HTTPS:** including Virtual Private Network (VPN) transmissions.
 - Any other mutually agreed secure communication channels.
- 6.4.2 All usage data sent to HPE will be encrypted.
- 6.4.3 Customer must notify HPE of any changes to network infrastructure, communication methods, or security configurations that might impact usage data collection or transmission.

6.5 Customers must maintain a separate backup system.**6.6 Customers will notify HPE if they use products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require customers to maintain such products under HPE supervision and may postpone service until they remedy such hazards.****6.7 Secure Sites**

- 6.7.1 A secure site is a data center or location with special security requirements, as well as restricted connectivity and access controls ("**Secure Sites**").
- 6.7.2 If customer's site is a Secure Site, all metering happens inside customer's data center firewall.



- 6.7.3 The customer is responsible for returning metering data to HPE every 8 days via email transfer to the email address provided by HPE.
- 6.7.4 HPE will provide assistance to the Customer to install and configure the metering scripts, this will take the form of either (a) a demonstration to the customer of how the metering script should be configured using remote screen sharing and HPE laboratory equipment or (b) HPE will arrange for an HPE technical consultant to visit the customer's designated location to install and configure the metering script set. HPE will determine the most appropriate deployment method based on the applicable UOMs.
- 6.7.5 In the event of a metering issue, the ASM will work with HPE GreenLake support and engage with the customer to rectify the metering issue. At HPE's request customer will provide diagnostic log files from the metering script set for the issue to be investigated by HPE GreenLake metering engineering. In this case the Customer is responsible for redacting information that they deem to be sensitive from the diagnostic files provided to HPE.

7 Remote Monitoring Services

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.

8 Facilities and infrastructure

8.1 Facilities

- 8.1.1 Customer will provide facilities in a safe environment, one that does not pose a potential health or safety hazard to HPE employees or subcontractors, for the Systems and metering tools, such as:
 - Floor space, electricity, cooling, physical security, uninterrupted power supply, network, and storage cabling
 - Network for both LAN and WAN connectivity and bandwidth
 - Operating environment for the metering tools
 - HPE's metering tools will reside on a Virtual Machine (VM) provided by Customer running a designated operating system. The size of the VM is dependent on the size and configuration of the System but requires a minimum specification of Processor 4 * 2 Ghz vcpu, 16 GB RAM and 50 GB of free disk space.
 - Appropriate infrastructure to support HPE's metering and monitoring technologies, which may include virtual machines or containers conforming with HPE-defined specifications.
 - Setup of required third-party systems to support data collection and monitoring.
- 8.1.2 The Customer is responsible for:
 - Provisioning and connecting any required hardware, software, network, cables, and such (for example, storage area network, operating systems) not provided by HPE as part of the Systems
 - Ensuring that such connected or attached devices and/or software are compliant and compatible with the Systems
 - Compliance with building and safety codes
 - Attaching wall and ceiling mounts to the building structure according to local building codes
 - Ensuring that the facility, cable runs, and power outlets conform to all local fire and electrical codes
 - Any other construction or safety measure required by current local legislation

9 Systems and data

- 9.1 **Procuring required software**
Unless included as part of the Systems, the Customer is responsible for purchasing and installing the OS, virtualization software, and related software licenses and support.
- 9.2 **Enabling installation**
The Customer acknowledges that they must take the necessary steps to enable installation (including metering tools) within 30 calendar days from receipt of the Systems.
- 9.3 **Registering for product support**
The Customer is responsible for registering to use HPE or a third-party vendor's electronic services to access knowledge databases and obtain product information. HPE will provide registration information to the Customer for HPE electronic services.
- 9.4 **Managing the System after installation**
Customer is responsible for the System management activities once the installation Services have been completed.
- 9.5 **Maintaining the System**



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

9.6 Data backup

The Customer is responsible for data backup.

10 Using proprietary service tools

- 10.1 HPE may require the Customer to use certain hardware, software, and/or network diagnostic, metering, and maintenance programs as well as certain diagnostic or monitoring tools such as, HPE InfoSight that may be included as part of the System (proprietary service tools). This includes tools such as HPE's metering tools, support tools and technical support (STaTS), and HPE Support Center (HPE SC).
- 10.2 The Customer will be required to assist to install proprietary service tools (including any required updates and patches) on the Customer's Systems and assist HPE in running them.
- 10.3 Proprietary service tools are and remain the sole property of HPE. They are provided as is without any warranty. The Customer may only use the proprietary service tools during the System Term and only as allowed by HPE. The Customer may not use, sell, transfer, assign, pledge, or in any way encumber or convey the proprietary service tools. The Customer shall return the proprietary service tools or allow HPE to remove these tools upon termination or expiration of the Services.

11 Allowing modifications by HPE

- 11.1 The 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.
- 11.2 Prohibited modifications by customer:
 - 11.2.1 Customer will neither add to nor alter Systems nor make any alterations that may prevent or impair transmission and/or collection of usage data, nor manipulate or alter usage data in any manner.

12 Media sanitization and data deletion

The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for 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. The process described at hpe.com/media/handling will apply.

13 Temporary workarounds

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

14 Access and communications

14.1 Access to Systems

- 14.1.1 The Customer will provide HPE unencumbered access to Systems and metering tools, either remotely or on-site, as required.
- 14.1.2 Ensure devices at different locations in the Systems are interconnected with stable connectivity, good bandwidth and capable of being monitored from a centralized monitoring solution.

14.2 HPE information requests

- 14.2.1 Unless otherwise agreed, the Customer will respond within two business days to HPE requests for Customer business and technical data, documentation, and other Services relevant information required by HPE for the provision of Services. This includes:
 - Documentation and information needed for design, development, evaluation, installation, and testing.
 - Storage configuration information
 - Network configuration information (including IP addresses, LAN and WAN connections and network topology, routing, VLANs, firewall settings, DNS, and DHCP)

14.3 Security policy

Any HPE obligations regarding the Customer's security requirements must be agreed to in writing.

14.4 Physical security

- 14.4.1 The Customer will be responsible for providing physical security of the Systems and metering tools.
- 14.4.2 The Customer will physically secure all rooms for servers, storage, network, and environmental facilities through electronic security systems.
- 14.4.3 The Customer will be responsible for designating, managing, and distributing the authorization of user access.
- 14.4.4 The Customer will log all permitted authorizations.
- 14.4.5 The Customer will provide authorization to HPE employees to the extent necessary to perform the Services.
- 14.4.6 Third-party personnel can enter secured rooms only if accompanied by authorized Customer



employees.

14.5 Logical security

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

15 Service Update Notifications

HPE may update or alter service features and functionality of this Service. Customers will receive notifications about updates and changes.

16 Applicable Terms and Conditions

Terms	Link
Data Privacy and Security Agreement	https://www.hpe.com/psnow/doc/a50009396enw
Data processing & security measures	https://www.hpe.com/psnow/doc/a50009358enw?jumpid=in_pdfviewer-psnow
Sub-processor list	https://www.hpe.com/psnow/doc/a50000947enw?jumpid=in_pdfviewer-psnow
HPE aaS Terms for Customers (unless otherwise stated in the Change Order Form.)	https://www.hpe.com/psnow/doc/a50009054ENW



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