

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.5
(ID # 12049)**

**MEETING DATE:
Tuesday, May 05, 2020**

**FROM: ASSESSOR-COUNTY-CLERK-RECORDER AND TREASURER TAX COLLECTOR
AND AUDITOR CONTROLLER:**

**SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER, TREASURER TAX COLLECTOR,
and AUDITOR CONTROLLER: Approve Agreement No. ASARC-96258-004-
04/25 with Nth Generation Computing, Inc. for a one-time purchase of Hewlett
Packard Enterprise (HPE) Synergy 1200 (equipment), HPE Nimble Storage
(equipment) and installation. In addition, purchase Support Services for five (5)
years with an end date of May 5, 2025, All Districts. [Total Cost \$899,483 -
100% CREST Budget]**

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement No. ASARC-96258-004-04/25 with Nth Generation Computing, Inc. for a one-time purchase of Hewlett Packard Enterprise (HPE) Synergy 12000 (equipment), HPE Nimble Storage (equipment) and installation, including the purchase of support services for five (5) years in the amount of \$899,483 with an end date of May 5, 2025; and authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County;

ACTION: Policy

Kan Wang 4/20/2020 *Matthew Jennings* 4/23/2020 *Oscar Valdez* 4/23/2020
Kan Wang, Assistant Assessor-County-Clerk-Recorder Matthew Jennings, Assistant Treasurer-Tax Collector Oscar Valdez, Assistant Auditor-Controller

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 5, 2020
xc: ACR

Kecia R. Harper
Clerk of the Board

By: *[Signature]*
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

2. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Assessor-County Clerk-Recorder for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 899,483	\$ 0	\$ 899,483	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% CREST Budget			Budget Adjustment:	No
			For Fiscal Year:	19/20 – 24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The mission critical Riverside County property tax system, Aumentum, went live on October 26, 2018. Aumentum is used by the Assessor-County Clerk-Recorder (ACR), Auditor Controller Office (ACO), and Treasurer-Tax Collector (TTC) to collect and distribute taxes on over one million properties. The existing hardware supporting Aumentum is over eight years old. The industry standard and best practices is to replace hardware between three and five years which minimizes risk of failure. This purchase will replace the existing hardware and will be migrated into the Riverside County Information Technology's (RCIT) RC3 datacenter. The migration accomplishes Riverside County goals of centralizing technology infrastructure and leveraging the physical facility, security, and overhead costs.

Impact on Citizens and Businesses

The public relies on Aumentum being available to obtain information regarding their property taxes and/or to make tax payments. Depending on the time of year, interruption of the Aumentum system could impact the ability to meet State deadlines, the ability to distribute funds to districts or process tax payments. Any disruption to Aumentum impacts over three hundred County employees as Aumentum is their primary work system.

Additional Fiscal Information

The following table identifies the total one-time cost for the equipment and installation. In addition, purchase of support services for five (5) years in the amount of \$899,483.

Description:	FY 19/20
One-time Costs for Equipment and Installation	\$781,860
Support Services for five (5) year term	\$117,623
Total	\$899,483

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Contract History and Price Reasonableness

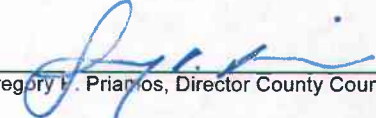
The County of Riverside Purchasing and Information Technology on behalf of the Assessor-County Clerk-Recorder, Treasurer Tax Collector, and Auditor Controller released a Request for quote RFQ# RIVCO-2020-RFQ-00000077 for the purchase of HPE hardware, installation and support services for the Property Tax Management System. Notification was posted publicly and seven (7) bidders responded which were Presidio Network Solution Group LLC, Big Green IT, LLC, Vaske Computer, Inc., Nth Generation Computing, Inc, Golden Star Technology, Inc., Royal Media Network Inc, and CDW Government, LLC to the RFQ with quotes ranging from \$899,483 to \$1,784,433.

The County determined and recommends award to Nth Generation Computing, Inc. as the lowest, responsive/responsible bidder for the purchase of HPE hardware and installation. In addition, the purchase of support services for a five (5) year term.

ATTACHMENTS:

Attachment 1. Agreement # ASARC96258-004-04/25 (which include Attachments A., B., C., and D.)

 Misley Wang, Supervising Accountant	4/23/2020	 Teresa Summers, Director of Purchasing	4/27/2020
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 Stephanie Pardo, Principal Management Analyst	4/27/2020	 Gregory L. Priamos, Director County Counsel	4/27/2020
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AGREEMENT #ASARC-96258-004-04/25
for
Hewlett Packard Synergy 1200 and
Hewlett Packard Enterprise (HPE) Nimble Storage
between
COUNTY OF RIVERSIDE
and
Nth Generation Computing, Inc.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Nth Generation Computing, Inc., a California corporation (herein referred to as "RESELLER") of Hewlett Packard Synergy 1200 and HPE Nimble Storage, shall be effective upon full execution by both parties, based on RESELLER's response to RFQ # RIVCO-2020-RFQ-0000077 for Hewlett Packard Enterprise and related licenses, services and support. The parties agree as follows:

1. **Purchase of Hewlett Packard Synergy 1200 and Hewlett Packard Enterprise Nimble Storage** products will be through the RESELLER. Terms and conditions between the COUNTY and the Manufacturer of the products are governed by Hewlett Packard Enterprise "EULA" General Terms and Conditions.
2. This Agreement shall be effective upon signature by all parties and continues in effect until May 5, 2025.
3. The maximum contract amount for products and services provided under this Agreement shall be Eight Hundred Ninety-Nine Thousand Four Hundred Eighty-Two Dollars and Fifty Cents (\$899,482.50)
4. **Compensation**
The COUNTY shall pay the RESELLER for products provided by the Manufacturer incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. All invoices will be due and payable Net 30 days after date of invoice.
5. **Hold Harmless/Indemnification:**
5.1 RESELLER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of RESELLER, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. RESELLER shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense

and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by RESELLER. RESELLER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RESELLER indemnification to Indemnitees as set forth herein.

5.3 RESELLER obligation hereunder shall be satisfied when RESELLER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Termination:

6.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the RESELLER stating the extent and effective date of termination.

6.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for RESELLER default, if RESELLER refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6.3 RESELLER rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by RESELLER; or in the event of RESELLER unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

7. Alteration or Changes to the Agreement

The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

8. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Assessor-County Clerk-Recorder
Attention: Ofelia Acosta
6221 Box Springs, CA.
Riverside, Ca. 92507

RESELLER

Nth Generation Computing, Inc.
Attn: Steve Jung
17055 Camino San Bernardo
San Diego, Ca. 92127

9. Insurance

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the RESELLER has employees as defined by the State of California, the RESELLER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RESELLER'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The RESELLER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, RESELLER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) RESELLER shall cause RESELLER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. RESELLER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto that the RESELLER'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the RESELLER has become inadequate.
- 6) RESELLER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) RESELLER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. General:

10.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

10.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10.3 The following documents are attached to and incorporated into this Agreement:

- a. Attachment A: Nth Generation Computing, Inc. Quote
- b. Attachment B: HPE End-User License Agreement (EULA)
- c. Attachment C: HPE Foundation Care Service (Support Service)
- d. Attachment D: HPE Nimble Storage Support Services (HPE Support Services and HPE Nimble Timeless Storage Program)

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: V. Manuel Perez
Name: V. Manuel Perez, Chairman
Board of Supervisor

Dated: MAY 05 2020

ATTEST:
KECIA R. HARPER, Clerk

By: Karen Kington
DEPUTY
Dated: MAY 05 2020

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gwartzel, Chief Deputy
~~for~~ Susanna Oh, Deputy County Counsel
Dated: 4-26-2020

Nth Generation Computing Inc.,
a California Corporation

By: Joyce Russell
Name: Joyce Russell
Title: Executive Vice President and
Chief Financial Officer

Dated: 04/21/20

Attachment A



ACCOUNT MANAGER	Katherine Hayes	EMAIL	katherine.hayes@nth.com
INSIDE SALES	Lisa Byers	EMAIL	lisa.byers@nth.com
EMAIL ORDERS TO	orders@nth.com	PHONE	949-752-4420x276

PROJECT #	108518 - 16	PROPOSAL DATE	03/09/2020	PROPOSAL EXPIRATION	04/08/2020
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QUOTED TO:	SHIP TO:
Gilbert Mejia Riverside County Information Technology 3450 14th Street 4th floor Riverside CA 92501	RCIT RC3 1960 Chicago Ave. Building F Riverside, CA. 92507

RIVCO-2020-RFQ-0000077

PART #	QTY	DESCRIPTION	YOUR PRICE	ITEM TOTAL	TAX
NASPO		The following was quoted in accordance with the CA NASPO ValuePoint Contract (California Contract #7-15-70-34-002). Please make your purchase order out to Nth Generation Computing and Reference the CA NASPO ValuePoint Contract #7-15-70-34-002			
		(4) HPE Synergy 480 Modules			
871940-B21	4	HPE Synergy 480 Gen10 Configure-to-order Compute Module	\$1,701.00	\$6,804.00	Y
P07350-L21	4	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 6252 (2.1GHz/24-core/150W) FIO Processor Kit	\$4,479.00	\$17,916.00	Y
P07350-B21	4	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 6252 (2.1GHz/24-core/150W) Processor Kit	\$4,479.00	\$17,916.00	Y
P00926-B21	96	HPE 64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21 -21 Load Reduced Smart Memory Kit	\$519.00	\$49,824.00	Y
P01367-B21	4	HPE 96W Smart Storage Battery (up to 20 Devices) with 260mm Cable Kit	\$32.00	\$128.00	Y
804424-B21	4	HPE Smart Array P204i-c SR Gen10 (4 Internal Lanes/1GB Cache) 12G SAS Modular Controller	\$126.00	\$504.00	Y
777452-B21	4	HPE Synergy 3830C 16Gb Fibre Channel Host Bus Adapter	\$854.00	\$3,416.00	Y
876449-B21	4	HPE Synergy 4820C 10/20/25Gb Converged Network Adapter	\$406.00	\$1,624.00	Y
741279-B21	4	HPE 8GB Dual microSD Flash USB Drive	\$44.00	\$176.00	Y
		HPE 5Y Foundation Care 24x7 SVC			
H7J34A5	1	HPE 5Y Foundation Care 24x7 SVC			
H7J34A5:W4A	4	HPE SY480 Gen10 Support	\$2,778.00	\$11,112.00	N
				\$109,420.00	
		HPE Synergy 12000 with 8 Modules			
797740-B21	1	HPE Synergy 12000 Configure-to-order Frame with 1x Frame Link Module 10x Fans	\$4,442.00	\$4,442.00	Y
871940-B21	8	HPE Synergy 480 Gen10 Configure-to-order Compute Module	\$1,701.00	\$13,608.00	Y

17055 Camino San Bernardo, San Diego, CA 92127 858-451-2383 FAX 888-674-4684 www.nth.com



ACCOUNT MANAGER	Katherine Hayes	EMAIL	katherine.hayes@nth.com
INSIDE SALES	Lisa Byers	EMAIL	lisa.byers@nth.com
EMAIL ORDERS TO	orders@nth.com	PHONE	949-752-4420x276

PROJECT #	108518 - 16	PROPOSAL DATE	03/09/2020	PROPOSAL EXPIRATION	04/08/2020
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Gilbert Mejia Riverside County Information Technology 3450 14th Street 4th floor Riverside CA 92501	RCIT

RIVCO-2020-RFQ-0000077

PART #	QTY	DESCRIPTION	YOUR PRICE	ITEM TOTAL	TAX
P07342-L21	8	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit	\$1,352.00	\$10,816.00	Y
P07342-B21	8	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) Processor Kit	\$1,352.00	\$10,816.00	Y
P00926-B21	96	HPE 64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21 -21 Load Reduced Smart Memory Kit	\$519.00	\$49,824.00	Y
P01367-B21	8	HPE 96W Smart Storage Battery (up to 20 Devices) with 260mm Cable Kit	\$32.00	\$256.00	Y
804424-B21	8	HPE Smart Array P204i-c SR Gen10 (4 Internal Lanes/1GB Cache) 12G SAS Modular Controller	\$126.00	\$1,008.00	Y
777452-B21	8	HPE Synergy 3830C 16Gb Fibre Channel Host Bus Adapter	\$854.00	\$6,832.00	Y
876449-B21	8	HPE Synergy 4820C 10/20/25Gb Converged Network Adapter	\$406.00	\$3,248.00	Y
741279-B21	8	HPE 8GB Dual microSD Flash USB Drive	\$44.00	\$352.00	Y
867796-B21	2	HPE Virtual Connect SE 100Gb F32 Module for Synergy	\$5,724.00	\$11,448.00	Y
455883-B21	8	HPE BladeSystem c-Class 10Gb SFP+ SR Transceiver	\$194.00	\$1,552.00	Y
845970-B21	8	HPE QSFP28 to SFP28 Adapter	\$41.00	\$328.00	Y
K2Q86B	2	Brocade 16Gb/24 PowerPack+ Fibre Channel SAN Switch Module for HPE Synergy	\$11,858.00	\$23,716.00	Y
798096-B21	1	HPE 6x 2650W Performance Hot Plug Titanium Plus FIO Power Supply Kit	\$2,187.00	\$2,187.00	Y
804938-B21	1	HPE Synergy Frame Rack Rail Kit	\$102.00	\$102.00	Y
804942-B21	1	HPE Synergy Frame Link Module	\$478.00	\$478.00	Y
804943-B21	1	HPE Synergy Frame 4x Lift Handles	\$75.00	\$75.00	Y
859493-B21	1	Synergy Multi Frame Master1 FIO	\$1.00	\$1.00	Y
872957-B21	1	HPE Synergy Composer2 Appliance	\$2,477.00	\$2,477.00	Y
QK724A	4	HPE B-series 16Gb SFP+ Short Wave Transceiver	\$155.00	\$620.00	Y
861412-B21	1	HPE Synergy Frame Link Module CAT6A 1.2m Cable	\$15.00	\$15.00	Y
QK734A	4	HPE Premier Flex LC/LC Multi-mode OM4 2 fiber 5m Cable	\$33.00	\$132.00	Y

\$144,333.00

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ACCOUNT MANAGER	Katherine Hayes	EMAIL	katherine.hayes@nth.com
INSIDE SALES	Lisa Byers	EMAIL	lisa.byers@nth.com
EMAIL ORDERS TO	orders@nth.com	PHONE	949-752-4420x276

PROJECT #	108518 - 16	PROPOSAL DATE	03/09/2020	PROPOSAL EXPIRATION	04/08/2020
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RIVCO-2020-RFQ-0000077

PART #	QTY	DESCRIPTION	YOUR PRICE	ITEM TOTAL	TAX
HPE Support					
H7J34A5	1	HPE 5Y Foundation Care 24x7 SVC			
H7J34A5:W4A	8	HPE SY480 Gen10 Support	\$2,778.00	\$22,224.00	N
H7J34A5:WJN	1	HPE Synergy 1200 Frame Supp	\$1,729.00	\$1,729.00	N
H7J34A5:Z1Q	1	HPE Synergy Composer2 Support	\$286.00	\$286.00	N
H7J34A5:Z1R	2	HPE Synergy VC SE 100Gb F32 Module Supp	\$683.00	\$1,366.00	N
H7J34A5:ZHU	2	HPE Brocade 16Gb PPMdl for Synergy Supp	\$2,936.00	\$5,872.00	N
HA124A1:5VY	1	HPE SAN C Class Blades Only Startup SVC	\$2,586.00	\$2,586.00	N
				\$34,063.00	
HPE Services					
HA124A1	1	HPE Technical Installation Startup SVC			
HA124A1:5ZM	1	HPE Synergy First Frame Startup SVC	\$3,576.00	\$3,576.00	N
HF385A1	3	HPE Training Credit Servers/HybridIT SVC	\$688.88	\$2,066.64	N
				\$5,642.64	
Nimble Storage					
Q8H40A	1	HPE Nimble Storage HF60 Adaptive Dual Controller 10GBASE-T 2-port Configure-to-order Base Array	\$59,943.00	\$59,943.00	Y
Q8B57B	1	HPE Nimble Storage HF40/60 Adaptive Array 210TB (21x10TB) FIO HDD Bundle	\$56,000.00	\$56,000.00	Y
Q8B66B	1	HPE Nimble Storage HF40/60 Adaptive Array 23.04TB (6x3.84TB) FIO Cache Bundle	\$45,749.00	\$45,749.00	Y
Q8B91B	1	HPE Nimble Storage 4x16Gb Fibre Channel 2-port FIO Adapter Kit	\$14,562.00	\$14,562.00	Y
Q8G27B	1	HPE Nimble Storage NOS Default FIO Software	\$1.00	\$1.00	Y
ROP84A	2	HPE Nimble Storage IEC 60320 C14 to C19 250V 15Amp 1.8m FIO Power Cord	\$1.00	\$2.00	Y
R3P91A	1	HPE Nimble Storage AF/HF Array Standard Tracking	\$1.00	\$1.00	Y
Q8G48B	4	HPE Nimble Storage HF40/60 Adaptive ES3 210TB (21x10TB) HDD 17.28TB Cache CTO Expansion Shelf	\$72,450.00	\$289,800.00	Y

17055 Camino San Bernardo, San Diego, CA 92127 858-451-2383 FAX 888-674-4684 www.nth.com



ACCOUNT MANAGER	Katherine Hayes	EMAIL	katherine.hayes@nth.com
INSIDE SALES	Lisa Byers	EMAIL	lisa.byers@nth.com
EMAIL ORDERS TO	orders@nth.com	PHONE	949-752-4420x276

PROJECT #	108518 - 16	PROPOSAL DATE	03/09/2020	PROPOSAL EXPIRATION	04/08/2020
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Gilbert Mejia Riverside County Information Technology 3450 14th Street 4th floor Riverside CA 92501	RCIT

RIVCO-2020-RFQ-00000077

PART #	QTY	DESCRIPTION	YOUR PRICE	ITEM TOTAL	TAX
Q8J27A	8	HPE Nimble Storage C13 to C14 250V 10Amp 1.8m Universal FIO Power Cord	\$1.00	\$8.00	Y
				\$466,066.00	
Installation					
HA114A1	1	HPE Installation and Startup Service			
HA114A1:5MR	1	HPE NS Array Startup SVC	\$2,912.00	\$2,912.00	N
				\$2,912.00	
HT6Z0A3	1	HPE NS 3Y 4H Parts Exchange Support			
HT6Z0A3:ZFW	1	HPE NS HF40/60 Hybr 210TB HDD Bndl Supp	\$10,708.00	\$10,708.00	N
HT6Z0A3:ZFC	1	HPE NS HF40/60 23.04TB Cache Bndl Supp	\$8,135.00	\$8,135.00	N
HT6Z0A3:ZFK	1	HPE NS HF60 Hybrid Base Array Supp	\$16,770.00	\$16,770.00	N
HT6Z0A3:ZFV	4	HPE NS HF40/60 ES3 210TB 17TB Shelf Supp	\$8,988.00	\$35,952.00	N
HT6Z0A3:ZGC	1	HPE NS 4x16Gb FC 2p Adptr Supp	\$3,469.00	\$3,469.00	N
				\$75,034.00	



ACCOUNT MANAGER	Katherine Hayes	EMAIL	katherine.hayes@nth.com
INSIDE SALES	Lisa Byers	EMAIL	lisa.byers@nth.com
EMAIL ORDERS TO	orders@nth.com	PHONE	949-752-4420x276

PROJECT #	108518 - 16	PROPOSAL DATE	03/09/2020	PROPOSAL EXPIRATION	04/08/2020
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QUOTED TO:	SHIP TO:
Gilbert Mejia Riverside County Information Technology 3450 14th Street 4th floor Riverside CA 92501	RCIT

RIVCO-2020-RFQ-00000077

PART #	QTY	DESCRIPTION	YOUR PRICE	ITEM TOTAL	TAX
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QUOTE SUB TOTAL	\$837,470.64
TAX	\$62,011.86
EST. SHIPPING *	
QUOTE TOTAL	\$899,482.50
PAYMENT TERMS	UNDER REVIEW

* Thank you for allowing Nth Generation to provide you with the above quotation. Charges for Shipping and insurance will be additional. If you require an estimated shipping cost prior to issuing a purchase order, please contact your sales or inside sales rep. This quotation is the sole property of Nth Generation Computing, Inc. and is intended as an offer to sell goods and services to the client named in this quote. This document may not be reproduced, or provided to parties outside this organization, without written consent of Nth Generation Computing, Inc.

Remit to: Same Address
 DUNNS #: 78-1123211
 Federal ID #: 33-0451285
 CAGE Code: 0YVL1
 FOB: Destination
 Ship Via: Fedex Ground/UPS / Your designated carrier
 Terms: Net 30 (On Approved Credit)
 NTH accepts VISA/MC



Attachment B

Hewlett Packard Enterprise

HPE End User License Agreement – Enterprise Version

- 1. Applicability.** This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Hewlett Packard Enterprise Company and its subsidiaries ("HPE"). By downloading, copying, or using the software you agree to this Agreement. HPE provides translations of this Agreement in certain languages other than English, which may be found at: <http://www.hpe.com/software/SW Licensing>.
- 2. Terms.** This Agreement includes supporting material accompanying the software or referenced by HPE, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open source software licenses and similar content ("Supporting Material"). Additional license authorizations are at: <http://www.hpe.com/software/SW Licensing>.
- 3. Authorization.** If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.
- 4. Consumer Rights.** If you obtained software as a consumer, nothing in this Agreement affects your statutory rights.
- 5. Electronic Delivery.** HPE may elect to deliver software and related software product or license information by electronic transmission or download.
- 6. License Grant.** If you abide by this Agreement, HPE grants you a non-exclusive non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only, and is subject to any specific software licensing information that is in the software product or its Supporting Material.

Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:

- You may not use software to provide services to third parties.
 - You may not make copies and distribute, resell or sublicense software to third parties.
 - You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't automatically give you a right to receive such updates and HPE reserves the right to make such updates only available to customers with support contracts.
 - You may not copy software or make it available on a public or external distributed network.
 - You may not allow access on an intranet unless it is restricted to authorized users.
 - You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
 - You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HPE in writing about such modifications.
- 7. Remote Monitoring.** Some software may require keys or other technical protection measures and HPE may monitor your compliance with the Agreement, remotely or otherwise. If HPE makes a license management program for recording and reporting license usage information, you will use such program no later than 180 days from the date it's made available.
 - 8. Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.
 - 9. Copyright Notices.** You must reproduce copyright notices on software and documentation for authorized copies.
 - 10. Operating Systems.** Operating system software may only be used on approved hardware and configurations.



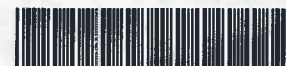
11. **90-day Limited Warranty for HPE Software.**
 - HPE-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HPE within 90 days of delivery of non-conformance to this warranty, HPE will replace your copy. This Agreement states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

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

13. **Limitation of Liability.** HPE's liability to you under this Agreement is limited to the amount actually paid by you to HPE for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you 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 provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

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

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



- If underpayments discovered exceed five (5) percent, you will reimburse HPE for the auditor costs.
- e. **Open Source Components.** To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HPE written notice, HPE will send you a copy of the source code for a reasonable fee.
 - f. **Notices.** Written notices under this Agreement may be provided to HPE via the method provided in the Supporting Material.
 - g. **Governing Law.** This Agreement will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law. You and HPE agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
 - h. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
 - i. **Entire Agreement.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If HPE doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.
16. **Australian Consumers.** If you acquired the software as a consumer within the meaning of the 'Australian Consumer Law' under the Australian *Competition and Consumer Act 2010* (Cth) then despite any other provision of this Agreement, the terms at this URL apply: <http://www.hpe.com/software/SWLicensing>.
17. **Russian Consumers.** If you are based in the Russian Federation and the rights to use the software are provided to you under a separate license and/or sublicense agreement concluded between you and a duly authorized HPE partner, then this Agreement shall not be applicable.



HPE FOUNDATION CARE SERVICE

Support Services

SERVICE OVERVIEW

HPE Foundation Care Service is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure. Hewlett Packard Enterprise (HPE) technical resources provide support and work with your IT team to help you resolve hardware and software problems with HPE and selected third-party products.

For hardware products covered by HPE Foundation Care, the service includes remote diagnosis and support, as well as on-site hardware repair if it is required to resolve an issue. For eligible HPE hardware products, this service may also include Basic Software Support and Collaborative Call Management for selected non-HPE software. Contact HPE for more information and determination regarding which eligible software products may be included as part of your hardware product coverage. For software products covered by HPE Foundation Care, HPE provides remote technical support and access to software updates and patches. Updates for selected HPE-supported third-party software products are included, as they are made available from the original software manufacturer.

In addition, HPE Foundation Care provides electronic access to related product and support information, enabling any member of your IT staff to locate this commercially available essential information. For third-party products, access is subject to availability of information from the original manufacturer.

You can choose from a set of reactive support levels to meet your business and operational needs.

HPE FOUNDATION CARE SERVICE-LEVEL OPTIONS

The HPE Foundation Care options noted in the following are product dependent. HPE will provide the hardware support features for covered hardware products and the software support features for covered software products.

Hardware support coverage windows and response times will apply to covered hardware products, and software support coverage windows and response times will apply to covered software products.

All coverage windows are subject to local availability. Product eligibility may vary. Contact a local HPE sales office for detailed information on service availability and product eligibility.

Regardless of your coverage window, incidents with covered hardware or software can be reported to HPE via telephone or web portal, as locally available, or as an automated equipment reporting event via the HPE electronic remote support solution 24 hours a day, 7 days a week.

For products covered by HPE Foundation Care, HPE offers three distinct service levels:

- **HPE Foundation Care NBD Service**
- **HPE Foundation Care 24x7 Service**
- **HPE Foundation Care CTR Service**



TABLE 1. Service-level options

Service-level options	Coverage window	Hardware response time ¹	Software response time
Next business day (NBD)	Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.	Next-business-day on-site response for covered hardware. Cases received outside the coverage window will be acknowledged the next coverage day and serviced within the following coverage day.	
24x7	24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.	4-hour on-site response for covered hardware.	
Call to repair (CTR)	24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.	6-hour call-to-repair time: For critical incidents (Severity 1), HPE will return the covered hardware to operating condition within six hours. ² Availability of call-to-repair times is dependent on the proximity of your site to an HPE-designated support hub, as described in the Travel zones section. For noncritical incidents (Severity 2 or 3), or at your request, HPE will work with you to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time will then start at that time. Incident severity levels are defined in the General provisions section.	Once a software case is logged, an HPE Solution Center engineer will respond to the case within two hours during the coverage window.

¹ On-site response time for hardware issues begins when the initial case has been received and acknowledged by HPE. The on-site response time ends when the HPE authorized representative arrives at your site, or when the reported event is closed with the explanation that HPE has determined that no on-site intervention is required.

² Call-to-repair time for hardware issues begins when the initial case has been received and acknowledged by HPE or at the start time for work scheduled in agreement with you, as specified in the [Hardware call-to-repair](#) section. Call-to-repair time ends with HPE's determination that the hardware is repaired, or when the incident is closed with the explanation that HPE has determined that no on-site intervention is required. For HPE ConvergedSystem, call-to-repair time begins when the initial case has been received and acknowledged by HPE as a hardware problem.

TRAVEL ZONES

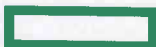
All hardware on-site response times apply only to sites located within 100 miles (160 km) of an HPE designated support hub. Travel to sites located within 200 miles (320 km) of an HPE designated support hub is provided at no additional charge. If the site is located more than 200 miles (320 km) from the HPE designated support hub, there will be an additional travel charge.

Travel zones and charges, if applicable, may vary in some geographic locations.

Response times to sites located more than 100 miles (160 km) from an HPE designated support hub will have modified response times for extended travel, as shown in the following table.

TABLE 2. Travel zones

Distance from HPE-designated support hub	4-hour hardware on-site response time	Next-day hardware on-site response time
0–50 miles (0–80 km)	4 hours	Next coverage day
51–100 miles (81–160 km)	4 hours	Next coverage day
101–200 miles (161–320 km)	8 hours	1 additional coverage day
201–300 miles (321–480 km)	Established at time of order and subject to availability	2 additional coverage days
More than 300 miles (480+ km)	Established at time of order and subject to availability	Established at time of order and subject to availability



A call-to-repair time commitment is available for sites located within 50 miles (80 km) of an HPE designated support hub.

For sites that are located within 51 to 100 miles (81 to 160 km) of an HPE designated support hub, an adjusted hardware call-to-repair time commitment applies, as shown in the following table.

The hardware call-to-repair time commitment is not available for sites located more than 100 miles (160 km) from an HPE designated support hub.

TABLE 3. CTR travel zones

Distance from HPE-designated support hub	6-hour hardware call-to-repair time
0–50 miles (0–80 km)	6 hours
51–100 miles (81–160 km)	8 hours
More than 100 miles (160+ km)	Not available

GENERAL PROVISIONS

HPE will acknowledge a case by logging a case, communicating the case ID to the Customer, and confirming the Customer’s incident severity and time requirements for commencement of remedial action.

Hardware support on-site response time and call-to-repair time commitment, as well as software support remote response time, may differ depending on incident severity. The Customer determines the incident severity level.

Incident severity levels are defined as follows:

- Severity 1—Critical or Severe Business Impact: For example, production environment down; production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety and security issues
- Severity 2—Limited Business Impact or Business Risk: For example, critical nonproduction environment or system issue; production environment available but some functions limited or degraded; severely restricted use
- Severity 3—No Business Impact: For example, nonproduction system (e.g., test system) or noncritical issue; work around in place, installations



Specifications

TABLE 4. Service features

Feature	Delivery specifications
Hardware support	
Remote problem diagnosis and support	<p>Once the Customer has placed and HPE has acknowledged the receipt of a case as described in the General provisions section, HPE will work during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any on-site assistance, HPE may initiate and perform remote diagnostics using electronic remote support solution to access covered products, or HPE may use other means available to facilitate remote incident resolution.</p> <p>HPE will provide telephone assistance during the service coverage window for installation of Customer-installable firmware or parts classified by HPE as Customer Self Repair (CSR) parts.</p>
On-site hardware support	<p>For hardware incidents that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative will provide on-site technical support on covered hardware products to return them to operating condition. Once an HPE authorized representative arrives at your site, the representative will continue to deliver the service, either on-site or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available.</p> <p>Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced.</p> <p>In addition, at the time of on-site technical support delivery, HPE may:</p> <ul style="list-style-type: none"> • Install available engineering improvements for covered hardware products to help you ensure proper operation of the hardware products and maintain compatibility with HPE-supplied hardware replacement parts • Install available firmware updates defined by HPE as noncustomer installable for covered hardware products, that, in the opinion of HPE, are required to return the covered product to operating condition or to maintain supportability by HPE <p>At your request, HPE will install during coverage hours critical firmware updates defined by HPE as noncustomer installable for covered hardware products. Critical firmware updates are firmware updates recommended by the HPE product division for immediate installation.</p>
Replacement parts and materials	<p>HPE will provide HPE-supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available engineering improvements required by HPE to assure supportability of the product.</p>
Firmware updates for selected products	<p>As part of this service, you will have the right to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE's current standard sales terms.</p> <p>For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), you must also have, if available, active HPE Foundation Care support coverage or an active HPE Software Support agreement on the firmware-based software products to receive, download, install, and use related firmware updates.</p> <p>HPE will provide, install, or assist you with installation of firmware updates as previously described in this document only if you have the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HPE or original manufacturer software license terms.</p>
Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products	<p>Basic Software Support provides 24 hours per day, 7 days per week phone support for selected independent software vendor (ISV) software that resides on hardware covered by HPE Foundation Care. For Basic Software Support, HPE will investigate and attempt to resolve problems by asking you to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch, and you will be directed to available sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor. If the case is still not resolved, then Collaborative Call Management can be initiated at your request.</p> <p>If HPE determines that a problem is caused by a selected ISV product and the problem is not resolved by you applying known available fixes, HPE will, at your request, initiate Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where you have appropriate active support agreements in place with selected ISVs and you have taken the steps necessary to ensure that HPE can submit cases on your behalf for the limited purpose of placing a support case with the vendor. HPE will engage the ISV and provide information about your issue, as obtained during the Basic Software Support service case. Once the case has transitioned to the ISV, it is then the responsibility of the ISV to resolve your issue, which will be subject to the support levels of the agreement between you and that ISV. Once the ISV is engaged, HPE will close the HPE case, but you or ISV can resume the service issue with HPE if needed by referencing the original case identification number.</p> <p>Basic Software Support and Collaborative Call Management apply only to select ISV software when that software is not under HPE support. When ISV software is covered by HPE Software Support, support is provided as described in the Software support section of this table. Note: For a list of the non-HPE software products eligible for Basic Software Support and Collaborative Call Management, please refer to hpe.com/services/collaborativesupport.</p>



TABLE 4. Service features (continued)

Feature	Delivery specifications
Periodic maintenance	<p>For more information on eligible products that will receive periodic maintenance services as part of this service, please contact your HPE sales representative.</p> <p>If periodic maintenance is included, an HPE authorized representative will contact you, to arrange for the periodic maintenance to be performed at a mutually agreed-upon time, during local HPE standard business hours excluding HPE holidays, and within the required scheduled interval as defined in the product maintenance schedule, unless otherwise agreed by HPE in writing. Any services provided outside of HPE standard business hours may be subject to additional charges.</p> <p>HPE will plan the necessary periodic maintenance activities, and identify and communicate any prerequisites to you when contacting you to schedule the service. You must provide access to the product, ensure that the prerequisites have been met, and supply any consumables such as filters and chemicals required at the time of product maintenance.</p>
Software support	
Access to technical resources	<p>You can access HPE technical resources via telephone, electronic communication, or fax (where locally available) for assistance in resolving software implementation or operations problems.</p>
License to use software updates	<p>You receive the license to use software updates to HPE or HPE-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original HPE or original manufacturer software license terms, provided you have rightfully acquired the original software license.</p> <p>The license terms shall be as described in the HPE software licensing terms corresponding to your prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany or otherwise be made available for such software updates provided under this service.</p> <p>Distribution of certain third-party software updates, license agreements, and license keys may be made directly from the third-party vendor to you, as applicable.</p>
Software support	<p>HPE provides corrective support to resolve identifiable and Customer-reproducible software product problems, support to help you identify problems that are difficult to reproduce, and assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p> <p>Once a software case is logged, an HPE Solution Center engineer will respond to the case within two hours. Cases received and answered outside the service coverage window will be logged the next day for which you have a service coverage window (may vary by geographic location).</p>
Installation advisory support	<p>Limited advisory support is provided and is restricted to basic advisory assistance if you encounter difficulties while performing a software product installation or advice on proper installation methods and updating of standalone applications. The scope of such advisory support is at HPE's discretion.</p> <p>Exclusions to this advisory support include, but are not limited to, the following: any downloading of complete software packages or walking you through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.</p>
Software features and operational support	<p>HPE provides information, as commercially available, on current product features, known problems and available solutions, and operational advice and assistance.</p>
Software product and documentation updates	<p>As HPE releases updates to HPE software, the latest revisions of the software and reference manuals are made available to you. For selected third-party software, HPE will provide software updates as such updates are made available from the third party, or HPE may provide instructions on how you can obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to you when required to download, install, or run the latest software revision.</p> <p>For most HPE software and selected HPE-supported third-party software, updates will be made available through the Software Updates and Licensing portal via the HPE Support Center. The Software Updates and Licensing portal provides you with electronic access to receive and proactively manage software product and documentation updates.</p> <p>For other HPE-supported third-party software, you may be required to download updates directly from the vendor's website.</p> <p>When this service is provided for a solution that is composed of multiple HPE and/or third-party products, software support will be offered only on updates that are made available for the solution by HPE.</p>



TABLE 4. Service features (continued)

Feature	Delivery specifications
Other features	
Access to electronic support information and services	<p>As part of this service, HPE provides you with access to certain commercially available electronic and web-based tools. You have access to:</p> <ul style="list-style-type: none"> • Certain capabilities made available to registered users with linked entitlements, such as downloading selected HPE software patches, subscribing to hardware-related proactive service notifications, and participating in support forums for solving problems and sharing best practices with other registered users. • Expanded web-based searches of technical support documents to facilitate faster problem solving and certain HPE proprietary service diagnostic tools with password access. • A web-based tool for submitting questions directly to HPE; the tool helps to resolve problems quickly with a prequalification process that routes the case to the resource qualified to answer the question; it also allows the status of each case submitted to be viewed, including cases submitted by telephone. • HPE and third-party hosted knowledge databases for certain third-party products, where you can search for and retrieve product information, find answers to support questions, participate in support forums, and download software updates; this service may be limited by third-party access restrictions. • The Software Updates and Licensing portal, which provides you with electronic access to receive, proactively manage, and plan for software product updates; access to the portal is through the HPE Support Center.
Escalation management	<p>HPE has established formal escalation procedures to facilitate the resolution of complex incidents. Local HPE management coordinates incident escalation, enlisting the skills of appropriate HPE resources to assist you with problem solving. For selected third-party software products for which HPE is providing software support and update services, HPE will follow the agreed-upon escalation processes established between HPE and the third-party vendor to assist with case resolution.</p>
HPE electronic remote support solution	<p>For eligible products, the HPE electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HPE support specialist will only use the remote system access with your authorization. The remote system access may enable the HPE support specialist to provide more efficient troubleshooting and faster case resolution.</p>

SPECIFICATIONS (OPTIONAL)

TABLE 5. Optional service features

Feature	Delivery specifications
Defective media retention	<p>For eligible products, the defective media retention (DMR) service feature option allows you to retain defective hard disk or eligible SSD/Flash drive components that you do not want to relinquish due to sensitive data contained within the disk ("Disk or SSD/Flash Drive") covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention.</p>
Comprehensive defective material retention	<p>In addition to defective media retention, the comprehensive defective material retention service feature option allows you to retain additional components that have been designated by HPE as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the comprehensive defective material retention. The components that can be retained under this service feature are outlined in the document located at hpe.com/services/cdmr.</p>
Optional features available only with HPE Contractual Services	
Preventive maintenance	<p>An HPE authorized representative will visit your site at regularly scheduled intervals. You shall call HPE to request and schedule a preventive maintenance visit at the agreed-upon intervals. Availability and deliverables may vary by region.</p> <p>Preventive maintenance services will be delivered between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays, regardless of the selected coverage window.</p>



COVERAGE

For HPE ProLiant servers and storage systems, the service on the main product covers HPE-branded hardware options not designated by HPE as requiring separate coverage, that are qualified for the server, are purchased at the same time or afterward, and are internal to the enclosure, as well as HPE-supported and -supplied tower UPS products. These items will be covered at the same service level as the main product.

For HPE BladeSystem enclosures, this service covers the enclosure, power supplies, fans, enclosure devices, and options not designated by HPE as requiring separate coverage.

For HPE Moonshot systems, this service covers the chassis, power supplies, fans, chassis devices, and servers not designated by HPE as requiring separate coverage.

For HPE ProLiant servers, storage, or HPE BladeSystem enclosures installed within a rack, the service also covers all HPE qualified rack options not designated by HPE as requiring separate coverage. Coverage includes HPE-supported and -supplied UPS products not exceeding 12 kVA, KVM switch, console, and PDU installed within the same rack. The UPS battery is covered separately under its own warranty terms and conditions, limited to the term of the applicable warranty period. For a complete list of the HPE ProLiant and HPE BladeSystem options and Moonshot servers that require separate service coverage, please visit h20195.www2.hp.com/v2/getdocument.aspx?docname=4AA4-6535ENW.

For HPE networking systems, the service on the main product covers HPE-branded hardware options not designated by HPE as requiring separate coverage, that are qualified for the system, are purchased at the same time or afterward, and are internal to the system (for example, connectivity modules, transceivers, and internal power supplies).

Supplies and consumable parts including, but not limited to removable media, maintenance kits and other supplies, as well as user maintenance are not supported and will not be provided as part of this service; standard warranty terms and conditions apply to supplies and consumable parts. The repair or replacement of any supplies or consumables is the responsibility of the Customer. Some exceptions may apply; contact HPE for more information. If a consumable part is eligible for coverage, as determined by HPE, call-to-repair time commitments and on-site response times do not apply to repair or replacement of the covered consumable part.

Notwithstanding anything to the contrary in this document or HPE's current standard sales terms, HPE will, for select enterprise storage arrays and enterprise tape products, cover and replace defective or depleted batteries that are critical to the proper operation of the covered product.

Maximum supported lifetime/maximum usage: Parts and components that have reached their maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, product QuickSpecs, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.

PREREQUISITES, CUSTOMER RESPONSIBILITIES, AND SERVICE LIMITATIONS

HARDWARE ON-SITE SUPPORT

An on-site response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described herein.

For technical hardware issues that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative will provide on-site technical support on covered hardware products to return them to operating condition. For certain products, HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

In cases where CSR parts or replacement products are shipped to resolve a case, the Customer is responsible for returning the defective part or product within a time period designated by HPE. In the event that HPE does not receive the defective part or product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HPE list price for the defective part or product, as determined by HPE.

If you agree to the recommended CSR and a CSR part is provided to return the system to operating condition, the on-site service level shall not apply. In such cases, it is HPE's practice to express ship to your location the CSR parts that are critical to the product's operation. For more details on the CSR process and parts, please refer to hpe.com/info/csr.



For replacement parts and components that are discontinued, an upgrade path may be required. Upgrades for discontinued parts or components may in some cases result in additional charges to the Customer. HPE will work with the Customer to recommend a replacement. Not all components will have available replacements in all countries due to local support capabilities.

The Customer is responsible for installing, in a timely manner, critical Customer-installable firmware updates, as well as CSR parts and replacement products delivered to the Customer.

The Customer agrees to pay additional charges if the Customer requests that HPE install Customer-installable firmware or software updates or patches. Any additional charges to the Customer will be on a time and materials basis, unless otherwise previously agreed to in writing by HPE and the Customer.

The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for 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 the Customer's data. For more information on Customer responsibilities, including those outlined in the HPE Media Sanitization Policy and Media Handling Policy for Healthcare Customers, go to hpe.com/mediahandling.

HARDWARE CALL-TO-REPAIR

For hardware call-to-repair time commitments, HPE requires that you install and operate the appropriate HPE remote support solution, with a secure connection to HPE, in order to enable the delivery of the service. Please contact a local HPE representative for further details on requirements, specifications, and exclusions. If you do not deploy the appropriate HPE remote support solution, HPE may not be able to provide the service as defined and is not obligated to do so. Additional charges will be applied for on-site installation of noncustomer-installable firmware if you do not deploy the appropriate HPE remote support solution in cases where recommended and available. Installation of Customer-installable firmware is your responsibility.

HPE, at its sole discretion, may require an audit on the covered products. If such an audit is required, an HPE authorized representative will contact you, and you will agree to arrange for an audit to be performed within the initial 30-day time frame. At the sole discretion of HPE, the audit may be performed on-site, via remote system access, via remote audit tools, or over the phone. If an audit is required by HPE, it will take 30 days from the time this service is purchased to set up and perform the audits and processes that must be completed before the hardware call-to-repair time commitment can be put into effect. The hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. Until such time, service for the covered hardware will be delivered at a 4-hour on-site response time service level.

In addition, HPE reserves the right to downgrade service to an on-site response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified time frame, unless the delay is caused by HPE.

The hardware repair time may vary for specific products.

HPE reserves the right to modify the call-to-repair time commitment as it applies to your specific product configuration, location, and environment. This is established at the time of the support agreement order and is subject to resource availability.

The hardware call-to-repair time commitment is subject to you providing immediate and unrestricted access to the system, as requested by HPE. The call-to-repair time commitment does not apply when system access, including physical, remote troubleshooting, and hardware diagnostic assessments, is delayed or denied. If you request scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

A hardware call-to-repair time commitment does not apply to software products or when you choose to have HPE prolong diagnosis rather than execute recommended recovery procedures.

The hardware call-to-repair time commitments and on-site response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.

The following activities or situations will suspend the hardware call-to-repair time calculation (if applicable) until they are completed or resolved:

- Any Customer or third-party action or inaction impacting the repair process
- Any automated or manual recovery processes triggered by a hardware malfunction, such as disk mechanism rebuild, sparing procedures, or data integrity protection measures
- Any other activities not specific to the hardware repair but which are required to verify that the hardware malfunction has been corrected, such as rebooting the operating system



DEFECTIVE MEDIA RETENTION AND COMPREHENSIVE DEFECTIVE MATERIAL RETENTION

The defective media retention and comprehensive defective material retention service feature options apply only to eligible data retentive components replaced by HPE due to malfunction. They do not apply to any exchange of data retentive components that have not failed.

Data retentive components that are specified by HPE as consumable parts and/or have reached the maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, the product QuickSpecs, or the technical data sheet are not covered by this service.

Defective media retention service and comprehensive defective material retention service coverage for options designated by HPE as requiring separate coverage, if available, must be configured and purchased separately.

Failure rates on these components are constantly monitored, and HPE reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that you are overusing the defective media retention or comprehensive defective material retention service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

If you choose to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature options, it is your responsibility to:

- Retain covered data retentive components that are replaced during support delivery by HPE
- Ensure that any Customer sensitive data on the retained component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component, accept the replacement component, provide HPE with identification information such as the serial number for each component retained hereunder, and, upon HPE request, execute a document provided by HPE acknowledging the retention of the data retentive component
- Destroy the retained data retentive component and/or ensure that it is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

For data retentive components supplied by HPE to you as loaned, rented, or leased products, you will promptly return the replacement components at the expiration or termination of support with HPE. You will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HPE, and HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such components.

COLLABORATIVE CALL MANAGEMENT FOR NON-HPE SOFTWARE

In order for HPE to provide Collaborative Call Management, you must have an active support agreement with the software vendor that includes the required service level and features that allow you to place cases and receive support from the vendor. If the vendor requires it, you will take any steps necessary to ensure that HPE can submit cases on your behalf. In addition, you must provide HPE with the appropriate information needed for HPE to initiate a service case with the software vendor on behalf of you. Without these steps, HPE will not be able to transfer cases to the vendor and assumes no responsibility for failure to do so. HPE's obligations are limited to the placement of support cases only. Purchase of Collaborative Call Management does not assign the support agreement between you and vendor to HPE. You remain responsible for the performance of its obligations under such agreements, which include payment of all applicable fees, including any fees that may apply as a result of logging cases with the vendor. HPE is not liable for the performance or nonperformance of third-party vendors, their products, or their support services.

SOFTWARE SUPPORT

Software updates are not available for all software products. For some products, software updates include only minor improved features. New software versions must be purchased separately.

When Software support is purchased, it must be for the same service coverage (or higher) as the base product and for each system, processor, processor core, or end user in the Customer's environment that will require support.



The Customer will:

- Take responsibility for registering to use the HPE or third-party vendor's electronic facility in order to access knowledge databases or to obtain product information. HPE will provide registration information to the Customer, as required; additionally, for certain products, the Customer may be required to accept vendor-specific terms for use of the electronic facility.
- Retain, and provide to HPE upon request, all original software licenses, license agreements, license keys, and subscription service registration information.
- Take responsibility for acting upon software product updates and obsolescence notifications received from the HPE Support Center.
- Use all software products in accordance with current HPE software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany or made available for such software updates provided under this service.

GENERAL PROVISIONS AND EXCLUSIONS

The Customer acknowledges and agrees that HPE may use resources outside the country of purchase for delivery of these services unless otherwise specified as part of a service feature description.

At the discretion of HPE, service will be provided using a combination of remote diagnosis and support, services delivered on-site, and other service delivery methods. Other service delivery methods may include the delivery via a courier of Customer-replaceable parts such as certain hard disk drives, and other parts classified by HPE as CSR parts, or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support and meet the call-to-repair time commitment, if applicable.

You must have rightfully acquired the license for any underlying firmware that will be covered under these services.

To be eligible to purchase this service, you must be properly licensed to use a currently supported revision of the software at the time the support agreement coverage begins; otherwise, additional charges may be applied to bring you into service eligibility.

If you do not act upon your specified Customer responsibilities, at HPE's discretion, HPE or the HPE authorized service provider will i) not be obligated to deliver the services as described, or ii) perform such service at your expense at the prevailing time and material rates.

HPE retains the right to determine the final resolution of all incidents.

Activities such as, but not limited to, the following are excluded from this service:

- Services required due to your failure to incorporate any system fix, repair, patch, or modification provided to you by HPE
- 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
- Operational testing of applications, or additional tests requested or required by you
- Services that, in the opinion of HPE, are required due to improper treatment or use of the products or equipment
- Services required due to failure of you to take avoidance action previously advised by HPE
- Backup and recovery of the operating system, other software, and data
- Installation of any Customer-installable firmware and/or software updates
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems

HPE may utilize authorized service delivery partners in certain countries where HPE does not have a direct, local presence. Any specified on-site response times or provision of CSR parts is subject to local parts availability at the country level.

Coverage for eligible multivendor systems is limited to all standard vendor-supplied internal components.



CUSTOMER RESPONSIBILITIES

If required by HPE, the Customer or HPE authorized representative must activate the hardware product to be supported within 10 days of purchase of this service, using the registration instructions within the documentation provided by HPE, or as otherwise directed by HPE. In the event that a covered product changes location, activation and registration (or proper adjustment to existing HPE registration) is to occur within 10 days of the change.

The Customer is responsible for removing devices that are blocked from physical access and ensuring any covered devices are directly accessible without the use of additional tools or equipment and do not expose the HPE authorized representative to a potential health or safety hazard in order to perform the services. The Customer must ensure the covered device(s) are fully and freely accessible to the HPE authorized representative without any hindrance whatsoever prior to the delivery of the service.

Remote Support: Upon HPE request, you will be required to support HPE's remote case resolution efforts. You will:

- Start self-tests and install and run other diagnostic tools and programs
- Install Customer-installable software and firmware updates and patches
- Run data collection "scripts" on behalf of HPE when they cannot be initiated from HPE Remote Support Technology
- Provide all information necessary for HPE to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
- Perform other reasonable activities to help HPE identify or resolve cases, as requested by HPE

SMART SPARES BOX

The following terms apply only if Customer has an HPE owned and provided Smart Spares Box installed at the Customer's site. The Smart Spares Box is configured to store a remotely manageable inventory of product spare parts ("Smart Spares Box Content") in connection with the qualifying Support Services described in this data sheet.

Customer responsibilities

1. Allow HPE to deliver and timely install (including securing permission for placement and installation at Customer sites leased from or owned by a third party) the Smart Spares Box on Customer's premises at a location mutually determined by the parties for purpose described previously
2. Allow HPE to have timely unrestricted access to the Smart Spares Box to drop off and pick up Smart Spares Box Content, inspect, maintain, repair and de-install or replace the Smart Spares Box as requested by HPE
3. To not transfer the care or custody or remove the Smart Spares Box
4. Notify HPE as soon as reasonably possible of any unauthorized use or damage to or malfunction of the Smart Spares Box, as soon as reasonably possible following discovery by Customer
5. Take reasonable care (including taking reasonable measures to prevent loss or damage) of the Smart Spares Box while installed at Customer's site
6. Upon termination or expiration of support coverage with HPE, or at HPE's sole discretion, allow HPE to remove the Smart Spares Box and Smart Spares Box Content. Customer can request removal of the Smart Spares Box by providing HPE with sixty (60) days advance notice

Additional limitations

The Smart Spares Box is considered a Proprietary Service Tool as defined in HPE's support terms, including any Supporting Material.

The Customer expressly acknowledges that neither this provision nor the provisioning of the Smart Spares Box constitutes a sale or rental of the Smart Spares Box or the Smart Spares Box Content. **The Smart Spares Box is provided "as is," without express or implied warranty of any kind, and to the extent permitted by law, HPE disclaims all warranties.**



ORDERING INFORMATION

For products containing individually sold and supported units or options, all individually sold and supported units or options must be on contract and at the same service level as the base product if that service level is available on those units or options.

When Software support is purchased, it must be for the same service coverage (or higher) as the base product and for each system, processor, processor core, or end user in the Customer's environment that will require support.

Availability of service features and service levels may vary according to local resources and may be restricted to eligible products and geographic locations.

To obtain further information or to order HPE Foundation Care Service, contact a local HPE sales representative and reference the following product numbers (x denotes the service length in years; options are 3, 4, or 5 years, or "C" for Contractual Services).

- HPE Foundation Care NBD SVC (H7J32Ax)
- HPE Foundation Care NBD wDMR SVC (H7J33Ax)
- HPE Foundation Care 24x7 SVC (H7J34Ax)
- HPE Foundation Care 24x7 wDMR SVC (H7J35Ax)
- HPE Foundation Care CTR SVC (H7J36Ax)
- HPE Foundation Care CTR wDMR SVC (H7J37Ax)

CDMR requires DMR and can either be selected as a configurable option within the DMR service levels, or the CDMR service level will be preconfigured with both DMR and CDMR features included.

Depending on the point of purchase and the requested service-level option, other product numbers may apply. Please consult a local HPE representative or HPE reseller regarding which product number will best meet your specific needs.

FOR MORE INFORMATION

For more information on HPE Foundation Care Service or other Support Services, contact any of our worldwide sales offices or visit the following website: hpe.com/services/support.

LEARN MORE AT

hpe.com/us/en/services/foundation-care-services

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HPE NIMBLE STORAGE SUPPORT SERVICES

HPE Support Services and HPE Nimble Timeless Storage Program

SERVICE OVERVIEW

HPE Nimble Storage provides support that helps Customers meet today's IT demands, and evolve for tomorrow. We have streamlined our HPE Nimble Storage support portfolio to offer four service levels that are easier to understand, easier to align to business needs, and easier to buy. HPE Nimble Storage offers support that helps a Customer get the most from their storage investment:

Connect easily and securely—Allow visibility into IT assets and support status from anywhere so a Customer can reach a knowledgeable resource when help is needed and have online visibility into useful information and the reassurance that we can send an alert so that issues can be addressed quickly.

Get the help you need, when you need it—Get more than break fix services. HPE Nimble Storage support services are bolstered by a personalized, one-stop support center and HPE InfoSight automation capabilities. These tools are designed to help reduce downtime and provide the help Customers need.

Reduce complexity—Simplify day-to-day system support with 24x7 system monitoring designed to provide fast, accurate diagnostics, automatic case creation, and parts dispatch.

HPE Nimble Timeless Storage Program—Receive the benefits of the HPE Nimble Timeless Storage Program as detailed in the HPE Nimble Timeless Storage Program terms section.

Increase IT reliability and consistency—Enhance efficiency with straightforward, easy-to-use support that helps to enrich the overall IT experience and resolve problems faster. Customers can also gain reliability and consistency across their IT environment, whether their company is an enterprise or a small- to medium-sized business. Customers can keep systems up to date with technical resources, patches, and software updates, available with HPE support. These features are designed to help resolve problems no matter where they occur.

Uptime availability—See the HPE Get 6-Nines Guarantee Program for HPE Nimble Storage section for detailed HPE Get 6-Nine Guarantee Program terms.

SERVICE BENEFITS

HPE InfoSight engine

- A data collection and analysis engine comprised of powerful analytics, system modeling capabilities, and predictive algorithms

HPE InfoSight portal

- An online portal with security features that serves as a window into HPE InfoSight engine

Proactive information

- Monitoring that analyzes certain system parameters for optimal operations
- 24x7 support for Customers who require around-the-clock support resources
- Proactive alerts for system health, performance, and protection gaps

Self-Help Library

- Knowledge base articles, integration guides, and related documentation to help optimally configure Customer's environment or resolve issues

SERVICE FEATURE HIGHLIGHTS

- Support delivered by experienced technical support engineers
- Deep visibility into overall storage health, automated actionable reporting and fast, proactive troubleshooting of issues with HPE InfoSight
- Monitoring that analyzes performance and health system parameters for optimal operations
- 24x7 support for Customers who require around-the-clock support resources, including 4-hour parts delivery and on-site parts replacement support
- Optional Defective Media Retention (DMR) allows a Customer to keep a hard drive if it is defective and requires replacement while under support. This helps to maintain control of sensitive data and dispose of the defective media in a way that meets business and security standards.



TABLE 1. HPE Nimble Storage support features

Support features	4-Hour On-site Parts Replacement	4-Hour Parts Exchange	Next Business Day Parts Exchange	Next Business Day with On-site Parts Replacement
HPE Nimble Storage Technical Support¹ 24x7 telephone and email assistance P1: ² Telephone response in 30 minutes or less with immediate escalation to an HPE Nimble Storage technical engineer, if required P2: ³ Telephone response in 2 business hours or less P3: ⁴ Telephone response in 8 business hours or less P4: ⁵ Next business day (Monday through Friday) 24x7 engineering escalation support	Yes	Yes	Yes	Yes
Online Support Portal Access Access to installation guide, user guide, and other relevant documentation.	Yes	Yes	Yes	Yes
Access to Software Updates Provide access to software updates when generally released by HPE to Customers under support.	Yes	Yes	Yes	Yes
Advanced Hardware Replacement HPE will ship replacement parts in advance of receiving defective parts.	Not applicable	Within 4 hours ⁶	By the next business day ⁷	Not applicable
4-Hour On-site Parts Replacement HPE will replace parts within support service level.	Within 4 hours ^{8,9}	Not applicable	Not applicable	Not applicable
On-site Spares Option (optional feature) Availability of individual parts or entire kit on-site for quick replacement. Ideal for locations where Advanced Hardware Replacement option is not available.	Optional, parts for order	Optional, parts for order	Optional, parts for order	Optional, parts for order
Defective Media Retention (DMR) (optional feature) Customer not obligated to send failed HDDs or SSDs back to HPE	Yes ¹⁰	Yes ¹¹	Yes ¹²	Yes ¹³

¹ Any response times are contingent upon the Customer enabling array DNA alerts, heartbeats, and external network access. See [Service limitations](#) for more details.

^{2,3,4,5} Severity/priority levels are defined as:

P1: Not serving data or severe performance degradation

P2: Performance degradation, intermittent software faults, network degradation, or single controller not operational

P3: Issue or defect causing minimal business impact

P4: Request for information; administrative requests

^{6,8} Contact a Hewlett Packard Enterprise authorized sales representative for information on available locations for parts stocking. For areas not currently covered, HPE Nimble Storage support offers on-site spare parts or kits for purchase.

⁷ Parts must be identified by 3:00 p.m. local time. Contact HPE Nimble Storage support for available locations for parts stocking. For areas not currently covered, HPE Nimble Storage support offers on-site spare parts or kits for purchase under the On-site Spares Option.

⁹ 4-Hour On-site Parts Replacement Service Time begins when root cause identification is complete.

^{10,11,12,13} Available only with the purchase of support packages containing the DMR support option.



HPE Nimble Storage service-level options noted in this table are product dependent. Hardware support coverage windows and response times will apply to covered hardware products, and software support coverage windows and response times will apply to covered software products. All coverage windows are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability and product eligibility. Additional features and descriptions are included in Table 2.

TABLE 2. Service features

Feature	Delivery specifications
HPE Nimble Storage service-level options	<p>Hewlett Packard Enterprise offers four distinct service levels for HPE Nimble Storage support:</p> <ul style="list-style-type: none"> • HPE Nimble Storage NBD Parts Exchange Support • HPE Nimble Storage NBD Onsite Parts Replacement Support • HPE Nimble Storage 4 Hour Parts Exchange Support • HPE Nimble Storage 4 Hour Onsite Parts Replacement Support <p>HPE Nimble Storage support portfolio also offers the same four service levels with the inclusion of hardware DMR as an additional core feature. See Table 3 for details on DMR.</p> <p>The details of HPE Nimble Storage support service levels are outlined in the text that follows</p>
HPE Nimble Storage NBD Parts Exchange Support and HPE Nimble Storage NBD Onsite Support	<p>Coverage window: Requests for hardware and software support can be placed to HPE Nimble Storage Technical Support team via telephone, email, or through HPE InfoSight 24 hours a day, 7 days a week. Response times for support requests are based on the assigned severity level as designated in the Support offerings table.</p> <p>Hardware support:</p> <ul style="list-style-type: none"> • Coverage window: Once a hardware problem has been confirmed, the request for hardware parts must be received by 3:00 p.m. local time for spares delivery on the next business day. • Parts delivery will occur Monday through Friday 9:00 a.m. to 5 p.m. local time, excluding HPE holidays. <p>Software support:</p> <ul style="list-style-type: none"> • Coverage window: Software support is available 24 hours a day, 7 days a week. For further details regarding HPE Nimble Storage software support, see the following Software support feature section. <p>Hardware service response time (as applicable):</p> <ul style="list-style-type: none"> • Next business day on-site response: For incidents with covered hardware that cannot be resolved remotely, HPE Nimble Storage support will use commercially reasonable efforts to respond on-site the next business day. • A Hewlett Packard Enterprise authorized representative will arrive at the Customer's site during the parts delivery coverage window to begin hardware maintenance service. • Response time specifies the period of time that begins when the initial call has been received and acknowledged by HPE Nimble Storage support, as described in the General provisions/other exclusions section. • The response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site or when the reported event is closed with the explanation that HPE Nimble Storage support has determined that no intervention is required.
HPE Nimble Storage 4 Hour Parts Exchange Service and HPE Nimble Storage 4 Hour Onsite Service	<p>Coverage window: Requests for hardware and software support can be placed to HPE Nimble Storage Technical Support team via telephone, email, or through HPE InfoSight 24 hours a day, 7 days a week. Response times for support requests are based on the assigned severity level as designated in the Support offerings table.</p> <p>Hardware support:</p> <ul style="list-style-type: none"> • Coverage window: Once a hardware problem has been confirmed, the request for hardware will be delivered to the Customer site within four hours, 24 hours a day, 7 days a week, including HPE holidays. <p>Software support:</p> <ul style="list-style-type: none"> • Coverage window: Software support is available 24 hours a day, 7 days a week. For further details regarding HPE Nimble Storage software support, see the following Software support feature section. <p>On-site hardware service response time (as applicable):</p> <ul style="list-style-type: none"> • 4-hour on-site response: For incidents with covered hardware that cannot be resolved remotely, HPE Nimble Storage support will use commercially reasonable efforts to respond on-site within 4 hours. A Hewlett Packard Enterprise authorized representative will arrive at the Customer's site to begin hardware maintenance service within four hours of the call having been received and acknowledged by HPE Nimble Storage support. • On-site response time specifies the period of time that begins when the initial call has been received and acknowledged by HPE Nimble Storage support as requiring on-site hardware support, as described in the General provisions/other exclusions section. • The on-site response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site or when the reported event is closed with the explanation that HPE Nimble Storage support has determined that no on-site intervention is required.



TABLE 2. Service features (continued)

Feature	Delivery specifications
Escalation management	<p>HPE Nimble Storage support has established formal escalation procedures to facilitate the resolution of complex incidents. Hewlett Packard Enterprise management coordinates incident escalation, enlisting the skills of appropriate HPE resources to assist the Customer with problem solving. HPE Nimble Storage support will follow the agreed-upon escalation processes established between HPE Nimble Storage support and the third-party vendor to assist with problem resolution.</p>
HPE InfoSight remote support solution	<p>HPE InfoSight remote support solution provides robust troubleshooting and prescriptive issue resolution capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HPE Nimble Storage support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable HPE Nimble Storage support specialist to provide more efficient troubleshooting and faster problem resolution.</p>
Collaborative Call Management for third-party software	<p>For Basic Software Support, HPE will investigate and attempt to resolve problems by asking the Customer to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch. In these cases, the Customer will be directed to available sources for the applicable updates or patches with the respective software vendor.</p> <p>If HPE determines that a problem is caused by a selected ISV product and the problem is not resolved by the Customer applying known available fixes, HPE will participate in a Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where the Customer has appropriate active support agreements in place with selected ISV. HPE will engage with the ISV and provide information about the Customer's issue. Once the call has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE Nimble Storage support will close the HPE call, but the Customer or ISV can resume the service issue with HPE if needed by referencing the original call identification number.</p>
Access to electronic support information and services	<p>As part of this service, Hewlett Packard Enterprise provides the Customer with access to certain commercially available electronic and web-based tools through HPE InfoSight portal. The Customer has access to:</p> <ul style="list-style-type: none"> • Certain capabilities made available to registered users with linked entitlements, such as downloading selected software and subscribing to hardware-related proactive service notifications. • Expanded web-based searches of technical support documents to facilitate faster problem solving. • Access to certain HPE proprietary service diagnostic tools. • A web-based tool for submitting questions directly to HPE—The tool helps to resolve problems quickly with a prequalification process that routes the support or service request to the resource qualified to answer the question. It also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone and email. • HPE and third-party hosted knowledge databases for certain third-party products, where Customers can search for and retrieve product information, find answers to support questions, and download software updates. This service may be limited by third-party access restrictions.
Remote problem diagnosis and support	<p>Once the Customer has recorded an incident and HPE has acknowledged the receipt of a call as described in the General provisions/other exclusions section, HPE Nimble Storage support will work to isolate the hardware incident. Also, HPE Nimble Storage support remotely troubleshoots, provides remedy, and resolves the incident with the Customer. Prior to any on-site assistance, Hewlett Packard Enterprise will initiate and perform remote diagnostics using electronic remote support solution to access covered products, or HPE Nimble Storage support may use other means available to facilitate remote incident resolution.</p> <p>Incidents can be reported to HPE Nimble Storage support via telephone, email, HPE InfoSight portal, or as an automated equipment-reporting event via the HPE InfoSight electronic remote support solution 24 hours a day, 7 days a week. HPE Nimble Storage support retains the right to determine the final resolution of all reported incidents.</p>



TABLE 2. Service features (continued)

Feature	Delivery specifications
On-site hardware support	<p>For hardware incidents that cannot, in Hewlett Packard Enterprise's judgment, be resolved remotely, a Hewlett Packard Enterprise authorized representative may provide on-site technical support on covered hardware products to return them to operating condition. For certain products, HPE Nimble Storage support may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE unless the Customer has purchased the DMR level support option.</p> <p>Once a Hewlett Packard Enterprise authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either on-site or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available. Repair is considered complete upon HPE Nimble Storage support verification that the hardware malfunction has been corrected or that the hardware has been replaced.</p> <p>Fix-on-failure: In addition, at the time of on-site technical support delivery, HPE Nimble Storage support may:</p> <ul style="list-style-type: none"> • Install available engineering improvements for covered hardware products to help the Customer ensure proper operation of the hardware products and maintain compatibility with HPE supplied hardware replacement parts. • Install available software updates that in the opinion of HPE, are required to return the covered product to operating condition or to maintain supportability by HPE.
Replacement parts and materials	<p>Hewlett Packard Enterprise will provide HPE supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available engineering improvements required by HPE Nimble Storage support to assure supportability of the product. Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price for the replacement part unless DMR support is in place.</p> <p>Supplies and consumable parts are not supported and will not be provided as part of this service; standard warranty terms and conditions apply to supplies and consumable parts. The repair or replacement of any supplies or consumables is the responsibility of the Customer. Some exceptions may apply; contact Hewlett Packard Enterprise for more information.</p> <p>Maximum supported lifetime/maximum usage: Parts and components that have reached their maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, product QuickSpecs, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.</p>
Software product and documentation updates	<p>As HPE generally releases updates to <u>HPE Nimble Storage</u> software products for Customers under these support services, the Customer will be entitled to obtain and use the updates. All HPE Nimble Storage products within a Group must be under current support services to receive software updates. A Group is a collection of up to four arrays that are managed by the Customer as a single entity. HPE Nimble Storage may make such updates available to Customers through electronic download or on optical, magnetic, or other removable media. Certain updates may require the use of new or upgraded hardware. Such hardware is not included under these support services and must be purchased separately. The provision of any update to Customer will not operate to extend the original warranty period on the HPE Nimble Storage hardware products.</p> <p>Unless otherwise agreed by HPE in writing, HPE Nimble Storage provides software support for the current feature release and for any previous versions based on the following rule, whichever is latest (Note that maintenance level releases and patch releases do not follow these rules):</p> <ul style="list-style-type: none"> • For a period of one year following the designation of the feature release as General Availability (GA) • For a period of one year following the designation of the next feature release as GA <p>For additional release definition, contact a Hewlett Packard Enterprise sales representative.</p>



TABLE 2. Service features (continued)

Feature	Delivery specifications
Software support	<p>Once a software problem is logged, an HPE Nimble Storage Technical Support engineer will respond to the call based upon the assigned severity level as designated in the Support offerings table.</p> <p>HPE provides corrective support to resolve identifiable and Customer-reproducible software product problems. HPE Nimble Storage also provides support to help the Customer identify problems that are difficult to reproduce. Also, the Customer receives assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p>
Access to technical resources	<p>The Customer can access technical support via telephone, email, or the support tab on the HPE InfoSight portal for assistance.</p>
Installation advisory support	<p>Limited advisory support is provided and is restricted to basic advisory assistance for the Customer who encounters difficulties while performing a software product installation or who needs advice on proper installation methods and updating of stand-alone applications. Limited advisory support for software products that are installed in a network environment is also provided. The scope of such advisory support is at Hewlett Packard Enterprise's discretion.</p> <p>Exclusions to this advisory support include, but are not limited to, any downloading of complete software packages or walking the Customer through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.</p>

TABLE 3. Optional service features

Feature	Delivery specifications
DMR	<p>The HPE Nimble Storage portfolio also offers the following additional service levels</p> <ul style="list-style-type: none"> • HPE Nimble Storage NBD Parts Exchange with DMR Service • HPE Nimble Storage NBD Onsite with DMR Service • HPE Nimble Storage 4 Hour Parts Exchange with DMR Service • HPE Nimble Storage 4 Hour Onsite with DMR Service <p>For eligible products, the DMR service feature option allows the Customer to retain defective hard disk or eligible SSD/flash drive components that the Customer does not want to relinquish due to sensitive data contained within the disk (disk or SSD/flash drive) covered under this service. All disk or eligible SSD/flash drives on a covered system must participate in the DMR.</p>
On-site Spares Option	<p>For eligible products, the Customer can purchase individual hardware component parts or entire hardware component kits for on-site stocking of spares for quick replacement. It is ideal for locations where a 4-hour parts replacement is desired but not available due to the Customer's distance from a parts hub.</p>



CUSTOMER RESPONSIBILITIES

The Customer must provide accurate and complete information in a timely manner as required for HPE to perform the service:

Array alerts and heartbeats, and DNA must be enabled and configured to optimize the functionality of HPE InfoSight to ensure timely issue resolution.

Upon HPE's request, the Customer will be required to support HPE Nimble Storage remote problem resolution efforts. The Customer will

- Start self-tests and install and run other diagnostic tools and programs
- Install Customer-installable software and firmware updates and patches
- Provide all information necessary to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
- Take responsibility for acting upon software product updates and obsolescence notifications received from the HPE Nimble Storage support center

The Customer is responsible for installing, in a timely manner, critical Customer-installable software updates, as well as Customer Self Repair (CSR) parts and replacement products delivered to the Customer.

If the Customer does not act upon the specified Customer responsibilities, at HPE's discretion, HPE, or the Hewlett Packard Enterprise authorized service provider will (i) not be obligated to deliver the services as described or (ii) perform such service at the Customer's expense at the prevailing time and materials rates.

The Customer agrees to pay additional charges if the Customer requests that HPE come on-site to install Customer-installable software updates or patches. Any additional charges to the Customer will be on a time and materials basis, unless otherwise previously agreed to in writing by HPE and the Customer.

In cases where CSR parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within 45 days from receipt of the replacement hardware. In the event that HPE does not receive the defective part or product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HPE list price for the defective part or product, as determined by HPE.

The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for properly sanitizing or removing data from products that may be replaced and returned to Hewlett Packard Enterprise as part of the repair process to ensure the safeguarding of the Customer's data. For more information on Customer responsibilities, including those outlined in the HPE Media Sanitization Policy and Media Handling Policy for Healthcare Customers, visit hpe.com/mediahandling.

If the Customer chooses to retain repair parts covered under the DMR service feature option, it is the Customer's responsibility to:

- Retain covered data retentive media components that are replaced during support delivery
- Ensure that any Customer-sensitive data on the retained component is destroyed or remains secure
- Destroy the retained data retentive component and/or ensure that is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

For data retentive components supplied by HPE to the Customer as loaner, rental, or leased products (which may be subject to additional HPE terms and conditions applicable to such loaner, rental, or lease) the Customer will promptly return the replacement components at the expiration or termination of support with HPE. As noted previously, the Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HPE.



SERVICE LIMITATIONS

Customer acknowledges and agrees that HPE may use resources outside the country of purchase for delivery of these services unless otherwise specified as part of a service feature description.

HPE retains the right to determine the final resolution of all service requests.

Customer further acknowledges that any response times are contingent upon the applicable HPE Nimble Storage product having enabled alerts, heartbeats, and DNA payloads to HPE Nimble Storage support team, as well as external network access from the HPE Nimble Storage products, enabling HPE support team to have WebEx/support tunnel access. Customer's inability or unwillingness to do the foregoing will materially impair HPE's ability to provide support services on a timely basis, if at all. Response times start once a problem is logged with HPE Nimble Storage support.

At the discretion of HPE, service will be provided using a combination of remote diagnosis and support, and services will be delivered on-site using other service delivery methods. Other service delivery methods may include the delivery via a courier of Customer-replaceable parts such as HDDs and other parts classified by HPE as CSR parts or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support.

Activities such as, but not limited to, the following are excluded from this service:

- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by HPE Operational testing of applications or additional tests requested or required by the Customer
- Services that, in HPE's opinion, are required due to improper treatment or use of the products or equipment
- Services required due to failure of the Customer to take avoidance action previously advised by HPE
- Backup and recovery of the operating system, other software, and data
- Installation of any Customer-installable firmware and/or software updates
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems

DEFECTIVE MEDIA RETENTION

The DMR service feature option applies only to eligible defective media replaced by HPE Nimble Storage due to malfunction. They do not apply to any exchange of defective media that have not failed.

Data retentive components that are specified by HPE as consumable parts and/or that have reached the maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, the HPE Nimble Storage QuickSpecs, or the technical data sheet are not covered by this service.

DMR service coverage for options designated by HPE as requiring separate coverage, if available, must be configured and purchased separately.

Failure rates on these components are constantly monitored, and HPE reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that the Customer is overusing the DMR service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

HPE NIMBLE TIMELESS STORAGE PROGRAM TERMS

Provided the Customer has paid the applicable fees for the products (as defined in the following) and HPE Support Services as applicable to the program, as well as meets the requirements set forth, the following **HPE Nimble Storage 6-Nines Guarantee**, **HPE Flat Support Pricing**, and **HPE Controller Refresh** Programs and related terms shall apply for eligible Customers. For the purposes of the program terms set forth, products shall mean HPE Nimble Storage products described in the HPE accepted product or support order.



HPE 6-NINES GUARANTEE PROGRAM FOR HPE NIMBLE STORAGE

1. HPE 6-Nines Guarantee Program for these products provides an annual uptime guarantee. For new HPE Nimble Storage arrays, the guarantee begins from the Customer's initial purchase date. The product must be configured using HPE Nimble Storage's best practice guides available from HPE InfoSight **Self-Help Library** to help ensure proper operation for uptime and availability. For existing products, the guarantee begins on the start of the support renewal contract for that product with HPE. HPE Nimble Storage measures unplanned downtime (if any) on an annual basis from when guarantee begins.
2. Any misconfiguration or improper use of the products will be defined as a Customer self-inflicted outage and will not be deemed a part of the downtime of HPE 6-Nines Guarantee Program as calculated in the following.
3. Support credits are based on an annual measurement of unplanned downtime as determined by HPE Nimble Storage:
 - a. Cumulative unplanned downtime > 31,536 sec but < 600 sec is eligible for a 1-month credit.
 - b. Cumulative unplanned downtime > 600 sec is eligible for a 3-month credit.
 - c. Support credits accrue until the end of Customer's current 1-, 3-, or 5-year support contract.
 - d. Unplanned downtime does not include planned or Customer-caused downtime (including but not limited to if a Customer shuts down the product), environmental downtime (for example, power outages, network outages), or downtime that results from problems outside the array. See [HPE Nimble Storage HW/SW warranty and support exclusions](#) for more details.
 - e. HPE's sole and exclusive remedy to Customer is to provide a support credit based upon the cumulative unplanned downtime as measured by HPE. If Customer qualifies for support credits, Customer can only use them when purchasing a renewal support contract for the impacted products with HPE and will be applied as a reduction on the product's array head renewal contract upon review or validation by HPE Nimble Storage support. Unplanned downtime calculations and support credits are determined solely by HPE Nimble Storage.
4. HPE Nimble Storage reserves the right to modify, cancel, or otherwise update the HPE 6-Nines Guarantee Program at any time in its sole discretion.

HPE FLAT SUPPORT PRICING PROGRAM TERMS

HPE will not increase the renewal fees for Support Services above the rate for the initial Support Services coverage period for a product purchased by Customer (that is, no rate increase) provided the renewal is for the same Support Services coverage period and maintains same pre-renewal in-rack configuration for the product and excludes any subsequent version hardware upgrades to the product (including but not limited to controller upgrades, cache, disk, network or expansion shelves), provided that such Support Services remains generally available for the applicable product at the time of the renewal. Customer is not obligated to renew Support Services. Notwithstanding the foregoing, in the event of a severe inflation event (defined as annual inflation in excess of 7% as measured by the Producer Price Index), HPE and Customer will negotiate in good faith; reasonable adjustments to the renewal fees in amount not to exceed the inflation over the period since the last renewal.

HPE TECHNOLOGY REFRESH PROGRAM TERMS

Option A—3-year coverage: Customer prepays for the technology refresh at the time of original purchase. After the first year, the Customer can exercise a one-time technology refresh at any time until the end of the initial 3-year support period. Following the initial 3-year support period, if a Customer renews for an additional three years of eligible Support Services, this renewal will include an additional one-time technology refresh, which can again be exercised at any time starting years 5–6. It is anticipated the refreshed solution will perform approximately 25% faster than the original technology (assuming a 50% read, 50% write all random 4K workload as a baseline). Customers that purchase the entry-level HPE Nimble Storage All-Flash or Adaptive Flash product may need to purchase additional capacity (base capacity/cache) in order to arrive at the configuration supported by the new controller.

Option B—5-year coverage: Same as Option A, but the support bundle price is for 5 years. The one-time technology refresh can be exercised at any time within years 2-5. Following the initial 5-year support period, if a Customer renews for an additional five years of eligible Support Services, this renewal will include an additional one-time technology refresh, which can again be exercised at any time starting years 6–10. Customers that purchase the entry-level HPE Nimble Storage All-Flash or Adaptive Flash product may need to purchase additional capacity (base capacity/cache) in order to arrive at the configuration supported by the new controller.



Early Technology Refresh: If an early technology refresh option is chosen prior to release of any necessary controller upgrade for achieving the anticipated 25% performance increase stated above, HPE reserves the right to delay the controller upgrade refresh until the upgrade controller becomes generally available.

As a condition to receiving any controller upgrades as part of the technology refresh, Customer must take receipt of the upgraded controllers within 90 days from HPE notice (which may include an email notice to the Customer's designated contact) a controller upgrade is available. In addition, at Customer expense, the existing controllers being replaced must be returned to HPE within 45 days of receipt of the upgrade controllers. Controllers must be returned in full working condition, undamaged, using the upgrade controller's packaging and return HPE RMA process.

HPE may from time to time modify HPE Nimble Timeless Storage Program terms as set forth herein. If HPE makes modifications that have a material and negative impact on Customer, any existing products will continue to be governed by the terms in effect immediately prior to such modification until the later of (i) the date the Customer next receives upgrade controllers or (ii) the expiration of the current Support Services renewal coverage period, with respect to the applicable product, after which the modified.

HPE Nimble Timeless Storage Program terms will apply to such product. HPE Nimble Storage may at any time terminate HPE Nimble Timeless Storage Program with respect to future product purchases. HPE reserves the right to make changes to the technology refresh components and program at any time.

GENERAL PROVISIONS/OTHER EXCLUSIONS

Customer acknowledges and agrees that HPE may use resources outside the country of purchase for delivery of these services unless otherwise specified as part of a service feature description.

Distribution of certain third-party software updates, license agreements, and license keys may be made directly from the third-party vendor to the Customer, as applicable.

When this service is provided for a solution that is composed of multiple HPE and/or third-party products, software support will be offered only on updates that are made available for the solution by HPE. HPE will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for the start of remedial action. Note: For events received via HPE InfoSight case automation, a priority for the case will be auto-generated by HPE InfoSight.

ORDERING INFORMATION

To obtain further information or to order HPE Nimble Storage support services, contact a local Hewlett Packard Enterprise sales representative or authorized reseller and reference the following product numbers (x denotes the service length in years; options are 1, 3, 4, or 5 years).

- HT7A1Ax HPE NS NBD Parts Exchange Support
- HT7A2Ax HPE NS NBD Parts Exchange with DMR Support
- HT6Z0Ax HPE NS 4H Parts Exchange Support
- HT6Z1Ax HPE NS 4H Parts Exchange with DMR Support
- HT6Z2Ax HPE NS 4H Onsite Exchange Support
- HT6Z3Ax HPE NS 4H Onsite Exchange with DMR Support
- HT6Z4Ax HPE NS NBD Onsite Exchange Support
- HT6Z5Ax HPE NS NBD Onsite Exchange with DMR Support

Depending on the point of purchase and the requested service-level option, other product numbers may apply. Consult a local Hewlett Packard Enterprise representative or reseller regarding which product number will best meet Customer's specific needs.



Data sheet

Services for HPE Nimble Timeless Storage program can be purchased using the following SKUs:

3 Year Program

HU2L2A3

HPE NS 3Y NBD Ons L2 CtrlRfr PP Supp

HU2L3A3

HPE NS 3Y NBD OnsiteDMR L2CtrlRfr PP Supp

HU2K6A3

HPE NS 3Y NBD PExch L2 CtrlRfr PP Supp

HU2K7A3

HPE NS 3Y NBD PExchDMR L2CtrlRfr PP Supp

HU2L0A3

HPE NS 3Y 4H Onsite L2 CtrlRfr PP Supp

HU2L1A3

HPE NS 3Y 4H OnsiteDMR L2CtrlRfr PP Supp

HU2K8A3

HPE NS 3Y 4H PExch L2 CtrlRfr PP Supp

HU2K9A3

HPE NS 3Y 4H PExchDMR L2CtrlRfr PP Supp

5 Year Program

HT7H6A5

HPE NS 5Y FC NBD PExch L2 CtrlRfr Supp

HT7H7A5

HPE NS 5Y FC NBD PExchDMR L2CtrlRfr Supp

HT7J2A5

HPE NS 5Y FC NBD Onsite L2 CtrlRfr Supp

HT7J3A5

HPE NS 5Y FC NBD OnsiteDMR L2CtrlRfr Supp

HT7H8A5

HPE NS 5Y FC 4H PExch L2 CtrlRfr Supp

HT7H9A5

HPE NS 5Y FC 4H PExchDMR L2CtrlRfr Supp

HT7J0A5

HPE NS 5Y FC 4H Onsite L2 CtrlRfr Supp

HT7J1A5

HPE NS 5Y FC 4H OnsiteDMR L2CtrlRfr Supp

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