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



(ID # 15324)
MEETING DATE:

Tuesday, May 25, 2021

FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY(RCIT): Approve the Reseller Agreement No. PO-0003005 with Nth Generation for hardware and software purchase of the ExaGrid and Veeam Data Backup Solution for five years; All Districts. [Total Aggregate Cost \$2,426,851; RCIT Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Reseller Agreement No. PO-0003005 with Nth Generation for hardware and software purchase of the ExaGrid and Veeam Data Backup Solution for a total aggregate amount of \$2,426,851 for five years upon execution through May 6, 2026, and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
- 2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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

Navs:

None

Absent:

None

Date:

May 25, 2021

XC:

RCIT

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Kecia R. Harper

Clerk of the Board

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

FINANCIAL DATA	Curr	ent Fiscal Year:	Ne	xt Fiscal Year:	4	Total Cost:	Ong	oing Cost
COST	\$	487,937	\$	408,192	\$	2,426,851	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS: RCIT Budget - 100%					Budget Adj	ustment	: No	
		-				For Fiscal Y	'ear: 20/	21 – 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The current data backup system that Riverside County Information Technology (RCIT) utilizes to back up critical County data is five years old and at end of life. The cost to extend licenses and support of the current data backup system would be approximately \$500,000 per year. In addition, the amount of data that is being backed up is growing exponentially and the amount of time required to successfully backup all systems has grown to a point that it has become difficult to meet the recovery time objectives (RTO) and recovery point objectives (RPO) of our customers.

RCIT researched various industry leading next generation data backup solutions in an effort to meet the growing needs of the County and to protect the County's data from the growing threat of ransomware and other attacks from cyber criminals. Based on staff research, RCIT recommends that the existing data backup system be upgraded to a new advanced solution composed of Veeam software backing up to ExaGrid hardware. Staff referenced Gartner and its Magic Quadrant publications for their expertise in IT backup solutions. This combination of hardware and software is considered best in class and will provide the County with a functional, scalable, secure, and cost-effective backup solution that will meet the requirements and recovery needs of County departments for many years.

The department will utilize the County Line of Credit with Banc of America to finance the purchase with the final installment due March 2026, which will utilize the most competitive financing terms and interest rate for the County. RCIT has the funding in its budget to cover this project, which has greater capacity, more features, and costs slightly less than the previous backup solution.

Impact on Residents and Businesses

There are no negative impacts on residents or businesses in the County of Riverside.

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Additional Fiscal Information

The department will utilize the County Line of Credit with Banc of America with the following lease payment schedule:

Item	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Total
ExaGrid &							
Veeam	\$487,937.00	408,192.48	408,192.48	408,192.48	408,192.48	306,144.36	\$2,426,851.28
Data Backup	ψ τον ,σον .σο	400, 192.40	400, 192.40	400, 192.40	400, 192.40	300, 144.30	\$2,420,051.20
Solution							

Contract History and Price Reasonableness

On March 18, 2021 Purchasing released a Request for Quote (RFQ) #RIVCO-2020-RFQ-0000231, notification was posted publicly on County's e-procurement System (RivcoPRO) and sent to HPE PointNext Platinum Partners for ExaGrid, Veeam, (HPE) Data Backup Solution, including installation services, maintenance, and support. Three bidders responded which were Nth Generation Computing Inc, Netsync Network Solutions Inc, and Presidio Network Solutions Group LLC with quotes ranging from \$2,360,520 to \$3,109,960.

The County determined and recommends award to Nth Generation Computing Inc. as the lowest most responsive/responsible bidder.

Attachments:

- A. Veeam End User License Agreement (EULA)
- B. ExaGrid Product License Agreement
- C. HPE Foundation Care Support Data Sheet
- D. HPE OneView Data Sheet
- E. Nth Gen Quote 110888
- F. Nth Generation 5-6-2021 Reseller Agreement

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

Tina Grande, Director of Purchasing and Fleet Services 5/14/2021 Venus Brambila, Deputy Director - Administration 5/19/2021

Gregory V. Priamos, Director County Counsel 5/17/2021



	Account Manager	Katherine Hayes	EMAIL	katherine.hayes@nth.com
	Inside Sales	Lisa Byers	EMAIL	lisa.byers@nth.com
ĺ	EMAIL ORDERS TO	orders@nth.com	PHONE	949-752-4420x276

PROJECT # 110888 - 3 PROPOSAL DATE 03/31/2021 PROPOSAL EXPIRATION 04/30/2021

Ship To:	
RCIT	

PART #	Q тү	Description	Your Price	ITEM TOTAL	Tax
		104x Veeam Socket Perpetual			
R3S05AAE	104	Veeam Public Sector Availability Suite Enterprise Plus 19 24x7 Support E-LTU	r\$2,607.00	\$271,128.00	N
R0E24AAE	104	Veeam Availability Suite Enterprise Plus Additional 4yr 24x7 Support	\$2,723.00	\$283,192.00	N
				\$554,320.00	
		HPE DL380 Gen10 Servers		•	
868704-B21	7	HPE DL380 Gen10 24SFF CTO Server	\$1,582.00	\$11,074.00	Υ
P23550-L21	7	Intel Xeon-S 4214R FIO Kit for DL380 G10	\$807.00	\$5,649.00	Υ
P23550-B21	7	Intel Xeon-Silver 4214R (2.4GHz/12-core/100W) Processor Kit for HPE ProLiant DL380 Gen10	\$807.00	\$5,649.00	Y
P00922-B21	84	HPE 16GB 2Rx8 PC4-2933Y-R Smart Kit	\$430.00	\$36,120.00	Υ
P21139-B21	14	HPE 960GB SAS 12G Read Intensive SFF SC SS540 SSD	\$982.00	\$13,748.00	Υ
870548-B21	7	HPE DL Gen10 x8 x16 x8 Rsr Kit	\$114.00	\$798.00	Υ
870549-B21	7	HPE DL38X Gen10 12Gb SAS Expander	\$483.00	\$3,381.00	Υ
R2J63A	7	HPE SN1610E 32Gb 2-port Fibre Channel Host Bus Adapter	\$3,354.00	\$23,478.00	Y
813661-B21	7	HPE Eth 10Gb 2p 535T Adptr	\$524.00	\$3,668.00	Υ
P01366-B21	7	HPE 96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit	\$97.00	\$679.00	Y
804331-B21	. 7	HPE Şmart Array P408i-a SR Gen10 Ctrlr	\$448.00	\$3,136.00	Υ
817721-B21	7	HPE Eth 10Gb 2p 535FLR-T Adptr	\$504.00	\$3,528.00	Υ
830272-B21	14	HPE 1600W FS Plat Ht Plg LH Pwr Sply Kit	\$342.00	\$4,788.00	Υ
720863-B21	7	HP 2U SFF BB Gen8 Rail Kit	\$98.00	\$686.00	Υ
				\$116,382.00	
		HPE Software			
E5Y43A	7	HPE OneView Phys Svr Lic w 3YR 24x7	\$552.00	\$3,864.00	Υ
				\$3,864.00	
		UDE Cumpart			

HPE Support

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

4/6/2021



Account Manager	Katherinę 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 # 110888 - 3 PROPOSAL DATE 03/31/2021 PROPOSAL EXPIRATION 04/30/2021

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PART #	Q TY	DESCRIPTION	Your Price	ITEM TOTAL	Tax
H7J35A5	1	HP 5yr Foundation Care 24x7 w DMR SVC			
H7J35A5:SVN	7	HP One View w/IIo Supp	\$158.00	\$1,106.00	N
H7J35A5:WAH	7	HPE DL380 Gen10 Support	\$4,583.00	\$32,081.00	N
				\$33,187.00	
		HPE Services			
H5UP2A1	1	HPE DC Integrat and Depl Pack SVC			
H5UP2A1:001	42	HPE DC 5 Pack Integrat and Depl SVC	\$1,354.00	\$56,868.00	N
				\$56,868.00	
		ExaGrid EX84 De-Dup Backup Appliance		•	
EX84-SEC	14	Disk Capacity: Raw: 192 TB, Useable: 168 TB. 84 TB Backup. Includes 1 10 Gigabit Add on Card Disks are encrypted.		\$820,988.00	Υ
EX-10GIG-BASET-A	14	10 Gigabit Ethernet Dual Port RJ45 10GbaseT Optio all ExaGrid models.	n for		
EX-5YR-MS-P	14	Five year 7 x 24 Customer Support and product Maintenance	\$40,463.43	\$566,488.02	N
				\$1,387,476.02	
		HPE SN3600B 32Gb 24/24 FC Switches			
Q1H71B	2	HPE SN3600B 32Gb 24/24 FC Switch	\$16,666.00	\$33,332.00	Υ
QK724A	48	HP B-series 16Gb SFP+SW XCVR	\$239.00	\$11,472.00	Υ
				\$44,804.00	
		HPE Support			
H7J34A5	1	HP 5yr Foundation Care 24x7 Service			
H7J34A5:ZHF	2	HPE SN3600B 32Gb FC Switch Support	\$992.00	\$1,984.00	N
				\$1,984.00	
		HPE Services			
HA113A1	1	HP CP Installation			
HA113A1:5GA	2	Low-End SAN-Edge Switch-HAFM	\$511.00	\$1,022.00	N

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
1	EMAIL ORDERS TO	orders@nth.com	PHONE	949-752-4420x276

PROJECT # 110888 - 3 PROPOSAL DATE 03/31/2021 PROPOSAL EXPIRATION 04/30/2021

QUOTED TO:	Si	нір То:
Lucas Polling Riverside County Information Technology 3450 14th Street 4th floor Riverside CA 92501	RCIT	

PART #	Qтү	DESCRIPTION	Your Price	ITEM TOTAL	Tax
				\$1,022.00	
		HPE StoreEver MSL6480 Scalable Base Module			
QU625A	1	HPE StoreEver MSL6480 Scalable Base Module	\$20,380.00	\$20,380.00	Υ
Q6Q67A	4	HPE StoreEver MSL LTO-8 Ultrium 30750 FC Drive Upgrade Kit	\$6,080.00	\$24,320.00	Y
142257-002	2	HPE C13 - C14 WW 250V 10Amp 2.5m Jumper Cord	\$10.00	\$20.00	Υ
Q2078AN	2	HPE LTO-8 Ultrium 30TB RW Non Custom Labeled Libr Pack 20 Data Cartridges with Cases	ary\$1,829.00	\$3,658.00	Y
QK734A	8	HPE Premier Flex LC/LC Multi-mode OM4 2 fiber 5m Cable	\$80.00	\$640.00	Y
				\$49,018.00	
		HPE Software			
TC444AAE	1	HPE StoreEver MSL6480 Command View TL E-LTU	\$1.00	\$1.00	N
TC445AAE	1	HPE StoreEver MSL6480 TapeAssure Advanced E-LTU	\$2,450.00	\$2,450.00	N
				\$2,451.00	
		HPE Support			
H7J34A5	1	HPE 5Y Foundation Care 24x7 SVC			
H7J34A5:QC6	1	HPE MSL6480 Base Support	\$12,023.00	\$12,023.00	N
H7J34A5:QC1	1	HPE MSL TapeAssure Adv Lic Support	\$2,004.00	\$2,004.00	N
H7J34A5:QC8	1	HP MSL TapeAssure Adv Lic SW Supp	\$1,036.00	\$1,036.00	N
				\$15,063.00	
		HPE Services			
HA114A1	1	HPE Installation and Startup Service			
HA114A1:5UE	1	HPE StoreEver MSL6480 Base M Startup SVC	\$1,225.00	\$1,225.00	N
HA113A1	1	HPE Installation SVC			
HA113A1:5DU	4	HPE StoreEver Driv PwrSupCrd Install SVC	\$572.00	\$2,288.00	N
				\$3,513.00	

4/6/2021 125 3 of 4



	Account Manager	Katherine Hayes	EMAIL	katherine.hayes@nth.com
	Inside Sales	Lisa Byers	EMAIL	lisa.byers@nth.com
1	EMAIL ORDERS TO	orders@nth.com	PHONE	949-752-4420x276

PROJECT # 110888 - 3	PROPOSAL DATE	03/31/2021	PROPOSAL EXPIRATION	04/30/2021

QUOTED TO:		Ship To:
Edward Trapp Riverside County Information Technology 3450 14th Street 4th floor	RCIT	
Riverside CA 92501		

Part #	QTY DESCRIPTION	Your Price	ITEM TOTAL TAX
		QUOTE SUB TOTAL	\$2,269,952.02
		Tax	\$90,567.40
		Est. Shipping *	
·	QUOTE TOTAL	\$2,360,519.42	
		PAYMENT TERMS	UNDER REVIEW

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)

4/6/2021 125 4 of 4

^{*} Thank you for allowing Nth Generation to provide you with the above quotation. Charges for Shipping and insurance will be additional. If yo require an estimated shipping cost prior to issuing a purchase order, please contact your sales or inside sales rep. This quotation is the sol 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 documer may not be reproduced, or provided to parties outside this organization, without written consent of Nth Generation Computing, Inc.

AGREEMENT # PO-0003005

for-

ExaGrid and Veeam Data Backup Solution and Maintenance Support

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 authorized to conduct business in the State of California (herein referred to as "RESELLER") of ExaGrid and Veeam Data Backup Solution, including installation services, maintenance, and support, effective May 6, 2021, based on RESELLER's response to (RFQ # RIVCO-2020-RFQ-0000231) for ExaGrid and Veeam Data Backup Solution. The parties agree as follows:

1. Description of Services

Purchase of ExaGrid and Veeam Data Backup Solution will be through the RESELLER. Terms and conditions between the COUNTY and the Manufacturer of the products are governed by the Veeam Software End-User License Agreement ("EULA"), ExaGrid License Agreement and Hewlett-Packard Enterprise (HPE) General Terms and Conditions.

1.2 Maintenance:

- 1.2.1 Support will be provided by OEM through the RESELLER for hardware as a direct reseller.
- 1.2.2 The hardware and maintenance support agreement must define the terms for five (5) years and/or based on the part numbers referenced on Attachment E Nth Generation Quote #110888, Data Backup Equipment List for Maintenance support with the periods of coverage and annual renewal dates.
- 1.2.3 RESELLER shall be either the original equipment manufacturer of the offered products or it must be an OEM Partner authorized to sell and support the offered products.

2. Period of Performance

2.1 This Agreement shall be effective upon signature by both parties and continues in effect through May 6, 2026 unless terminated earlier.

3. Compensation

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3.1 The COUNTY shall pay the RESELLER for products and services provided by RESELLER 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.

4. Hold Harmless/Indemnification:

- 4.1 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 properly 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.
- 4.2 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.
- 4.3 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.

5. Termination:

- 5.1 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.
- 5.2 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.
- 5.3 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.

6. 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

7. 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:

Riverside County Information Technology Attn: Procurement Contract Specialist 3450 14th Street Riverside, CA 92501 Nth Generation Computing Inc. Attn: Janis I Baldwin 17055 Camino San Bernardo San Diego, CA 92127

8. 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 \$2,000,000 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.

9. General:

- 9.1 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.
- 9.2 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.
- 9.3 The following documents are attached to and incorporated into this Agreement:
 - a. Attachment A: Veeam-End-user License Agreement (EULA)
 - b. Attachment B: ExaGrid Product License Agreement
 - c. Attachment C: Hewlett Packard Enterprise (HPE) Foundation Care Support
 Data Sheet
 - d. Attachment D: Hewlett Packard Enterprise (HPE) One View Data Sheet
 - e. Attachment E: Nth Generation Quote # 110888
- 9.4 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.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

representatives to execute this Agreement.	
COUNTY OF RIVERSIDE, a political subdivision of the State of California.	Nth Generation Computing, Inc, a California Corporation, authorized to conduct business in the State of California.
By: Karen S. Spiegel Karen Spiegel, Chairperson, Board of Supervis	ors Name: Joyce Russell Title: EVP/CFO
Dated: 05.25.2021	Dated: 05/18/21
ATTEST: Kecia Harper, Clerk of the Board By: Deputy	
APPROVED AS TO FORM: Gregory P. Priamos County Counsel	
By:	
Kristine Bell-Valdez Deputy County Counsel Dated: 5/14/2021	



End User Software License Agreement ("EULA") Veeam Software ("Veeam")

Important - Read Carefully

this EULA, End User may not access or use the Software. Software, and/or otherwise accepting this EULA, End User agrees to be bound by the terms and conditions of this EULA. If End User does not agree to or accept the terms of Where the sense and context permit, references in this EULA to the Software include the Documentation. By downloading and installing, copying or otherwise using the Yeaan's proprietary computer software products (the "Software") and the written technical specifications for the use and operation of the Software (the "Documentation"). This EULA is a legally binding agreement between licensee end user ("End User") and Veeam setting forth the terms and conditions governing the use and operation of

7.0 Definitions

1.1 "Fee(s)" means any License, Maintenance, professional services, consulting or other Fees agreed to by the parties as set forth in a Transaction Document.

1.2 "Maintenance" and "Maintenance Policies" have the respective meanings set forth in Section 7.0.

Document, the terms and conditions of the Transaction Document will govern and control. or constructive possession of the Software, in the event of a conflict or inconsistency between the terms and conditions of this EULA and those set forth in a Transaction and conditions agreed to by the parties. The foregoing notwithstanding, each Transaction will require that; i) this EULA be accepted by End User and ii) End User obtains actual User, Veeam, or authorized third party distributors, dealers, and/or other resellers of the Software. A Transaction Document may contain usage, business, legal and other terms Document(s)"), or b) by the conduct of the affected parties. A Transaction may be initiated and implemented by any entity that is directly or indirectly a party to it, including End confirmed by a) purchase orders, credit orders, commitment letters, license keys, amendments to this EULA or other similar materiars, signed or unsigned, (each a "Transaction provided above and ii) takes actual or constructive possession of the Software. A Transaction may take place by any lawful means, electronically or in writing, and may be 1.3 "Transaction" and "Transaction Document" have the following meanings: "Transaction(s)" is a License transaction pursuant to which End User: i) accepts this EULA as

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current list of Open Source Software used by Veeam can be found at http://www.veeam.com/eula-oss.html.

its own data and not the data of any third party(tes). Veeam Software License is perpetual, unless the Software is delivered to End User as part of a Transaction on a nontransferable, non-exclusive, license ("License"), to use the Software in object code format, solely for End User's internal business purposes for the management and processing of 2.1 License Grant. When the Software is delivered to End User as part of a Transaction, End User will have, subject to the terms and conditions of this EULA, a perpetual, non-2.0 Grant of License

a "Cloud Provider" or similar description, thus authorizing End User to utilize the Software to perform systems management services for its customers. Program" at http://www.veeam.com/veeam-cloud-providers.html and b) has accessed and is utilizing the Software with a stock-keeping unit number that designates End User as The data processing restriction set forth in the preceding paragraph will not apply to End User if End User a) has been accepted by Veeam, under "Veeam Cloud Provider

perpetual basis for a defined period, in such case, the End User's right to use such Software will cease on the end date of the defined period.

3.0 Additional Terms

particular Transaction. lerms and conditions (including business and/or financial terms) of this i) EULA or the License granted to End User pursuant to this EULA; or ii) create or modify the terms a Nothing contained in this EULA is intended to prohibit or restrict the parties from mutually agreeing to enter into separate terms and conditions that i) modify or supplement the

4.0 Evaluation License

evaluation or demonstration purposes only. A License designated as an "Evaluation" License in a Transaction Document authorizes End User to use one (1) copy of the Software for a 30 day pend for non-production

5.0 Not for Resale License

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6.0 Limited Term License

A license designated as a "Limited Term" License in a Transaction Document authorizes End User to use one (1) copy of the Software in production environment at End User's site for a defined period of time. The defined period for a "Limited Term" License commences immediately upon generation of the license key.

7.0 Maintenance

charge. Veeam's current Maintenance Policies can be found at http://www.veeam.com/support.html. improvements that are included or otherwise separately defined under the Maintenance Policies and are not licensed by Veeam at its discretion to its customers for a separate delivery of the Software. Provided End User is current on Maintenance, End User will receive (a) online support and (b) any Software updates, enhancements and/or Mainfenance and support ("Maintenance") for the Software will be available in accordance with Veesm's applicable Maintenance then in effect and shall commence on

8.0 Copyright and Other Restrictions

event will End User directly or indirectly permit the Software to be decompiled, reverse engineered, or disassembled. End User will not disclose, transfer or otherwise make Software contains copyrighted material, trade secrets and other proprietary material of Veesm. All right, title and interest in the Software remains at all times with Veesm. In no The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not solid. The



available the Software, or the results of any benchmark or other tests of the Software, to any third party without the prior written consent of Veeam. End User shall not remove any proprietary notices from the Software. End User may make one copy of the Software solely for backup or archival purposes.

9.0 Audit

During the term of this Agreement and for a period of one year thereafter, Veeam may, during normal business hours and upon reasonable prior notice to End User, inspect the files, computer processors, equipment and facilities of End User to verify End User's compliance with this EULA.

10.0 Limited Warranty and Limitation of Liability

Veeam warrants that it has the right and authority to grant the License under this EULA. Veeam will defend or, at its option, settle any action against End User based upon a claim that its use of the Software infringes any patent, copyright or other intellectual property right of a third party, and will indemnify End User against any amounts awarded against End User as a result of the claim, provided Veeam is promptly notified of the assertion of the claim and has control of its defense or settlement. Veeam warrants that the Software, in its unmodified form as initially delivered or made available to End User, will perform substantially in accordance with the Documentation for a warranty period of ninety (90) days from the date the Software is delivered to End User. In the event the Software fails in a material respect to operate in accordance with the Documentation during the warranty period and Veeam is unable to correct the defect, Veeam's sole and exclusive liability and End User's sole and exclusive remedy shall be a refund of the License fee, if any, paid by End User for the Software. In the event a reported problem with the Software is End User's fault, End User agrees to reimburse Veeam for its correction efforts in accordance with its then standard rates. The foregoing limited warranty will not apply if failure of the Software is the result of damage or misuse caused by End User.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VEEAM OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY VEEAM DISTRIBUTORS OR RESELLERS. SHALL CREATE ANY WARRANTY IN ADDITION TO, OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY.

In no event will Veeam, its affiliates, resellers, or distributors or suppliers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software, including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof.

11.0 Assignment

Except in the event of a sale or transfer by Veeam of all or substantially all of its assets or voting securities, neither party will assign all or any portion of its rights or obligations under this EULA to any third party without the prior written consent of the other party.

12.0 U.S. Government End Users

Use, duplication, or disclosure of the Software to or by the U. S. Government is subject to the provisions and restrictions as set forth in FAR 52.227-14 and FAR 52.227-19, or equivalent restrictions and provisions as set forth in DFAR 252.227-7013 and DFAR 252.227-7014.

13.0 General

This Agreement sets forth Veeam's entire obligation and End User's exclusive rights with respect to the Software and, except to the extent otherwise specifically provided in a purchase order or other written communication or advertising signed or jointly issued by both parties with respect to the Software, supersedes any conflicting terms of any purchase order and any other communication or advertising with respect to the Software. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected. This EULA will be governed by the laws of the State of Ohio, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods will not apply.

14.0 Export Controls

The Software is subject to U.S. Export Administration Regulations. Veeam prohibits any export or re-export of Veeam Software products, services, or technical data to any destinations subject to U.S. embargoes or trade sanctions, except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. End User agrees not to use or make available the Software to or on behalf of any person that is a citizen, national, or resident of, or that is controlled by the government of the countries with which the U.S. may prohibit export transactions. The following countries are subject to the United States embargo or restricted trade sanctions: **Burma (Myanmar), Cuba, Iran, North Korea, the Republic of South Sudan, the Republic of the Sudan, Syria,** or any other country with which the United States may prohibit export transactions.

EXAGRID SYSTEMS INC.

SYSTEM SALE, EVALUATION AND LICENSE AGREEMENT

BEFORE YOU CLICK ON THE "ACCEPT" BUTTON AT THE END OF THIS DOCUMENT, CAREFULLY READ ALL THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT (THE "AGREEMENT"). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND DO NOT USE ANY OF THE HARDWARE OR SOFTWARE SUPPLIED TO YOU BY EXAGRID SYSTEMS, INC. ("EXAGRID") OR ITS RESELLERS. IF YOU ARE THE FIRST MEMBER OF YOUR ORGANIZATION TO ACCEPT THE TERMS OF THIS AGREEMENT, YOU WARRANT AND REPRESENT TO EXAGRID THAT YOU ARE DULY AUTHORIZED TO AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION AND TO BIND YOUR ORGANIZATION TO ITS TERMS.

BY CLICKING ON THE "ACCEPT" BUTTON: (A) YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT; AND (B) IF AN ORGANIZATION OF WHICH YOU ARE A MEMBER HAS PREVIOUSLY ACCEPTED THE TERMS OF THIS AGREEMENT ELECTRONICALLY OR IN WRITING FOR THE PURCHASE, LICENSE, AND USE OF SYSTEMS AND/OR RELATED SERVICES, AND YOU ARE USING ANY PART OF THE EXAGRID SYSTEMS AS A MEMBER OF SUCH ORGANIZATION, YOU ARE ACKNOWLEDGING THAT YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT AND ARE ALSO AGREEING THAT THE PURCHASE, LICENSE, AND USE OF THE SYSTEM HARDWARE AND SOFTWARE AND RELATED SERVICES SHALL BE SUBJECT TO THE TERMS OF THIS AGREEMENT. AS USED IN THIS AGREEMENT THE TERM "CUSTOMER" REFERS TO YOUR ORGANIZATION AND INCLUDES YOU PERSONALLY AS A MEMBER OF SUCH ORGANIZATION.

THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE IT IS FIRST ACCEPTED BY THE CUSTOMER ("EFFECTIVE DATE"). USE OF ANY EXAGRID SYSTEMS OR SERVICES BY YOU OR THE CUSTOMER WHILE THIS AGREEMENT IS IN EFFECT SHALL CONSTITUTE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT BY YOU AND YOUR ORGANIZATION AS APPLICABLE TO THE PURCHASE, LICENSE, AND USE OF ALL OR ANY PART OF SUCH EXAGRID SYSTEMS AND RELATED SERVICES.

TERMS AND CONDITIONS

- 1. **DEFINITIONS As used in this Agreement:**
- 1.1 "Attachment" means a document identified as an Attachment to this Agreement. The terms set forth in all Attachments shall be included as part of this Agreement.
- 1.2 "End Users" means persons or entities that purchase any Systems or Services for its own use and not for resale.
- 1.3 "Evaluation System" means a System loaned to CUSTOMER by EXAGRID for evaluation by CUSTOMER under this Agreement and configured as separately agreed by CUSTOMER and EXAGRID. Special terms, applicable to Evaluation Systems only, are set forth in Section 11 of this Agreement.
- 1.4 "EXAGRID Agent" means a distributor, reseller, or other entity expressly authorized by EXAGRID to act as its agent under this Agreement.
 - 1.5 "EXAGRID Software" means the EXAGRID Intelligent Disk-based Data Protection software, in object code format only, including all copies in whole or part, backups, related documentation and manuals, information relating to the software, printed listings of code, and any Updates provided by EXAGRID to CUSTOMER under this Agreement. The term "EXAGRID Software" shall not be deemed to include any Third-Party Software.
- 1.6 "Perpetual License" has the meaning defined in Section 5.1, as elected in the relevant Purchase

Order.

- 1.7 "Purchase Order" means the written order document signed by CUSTOMER that is delivered to EXAGRID or an EXAGRID Agent for final acceptance pursuant to Section 2.
- 1.8 "Services" means any work to be performed by EXAGRID for CUSTOMER as specified in an accepted CUSTOMER Purchase Order and shall include any documentation or other tangible items produced by EXAGRID in connection with such work.
- **"Subscription License"** means the license defined in Section 5.2, as elected in the relevant Purchase Order.
- 1.10 "System(s)" means a combination of interoperable computer hardware and software, and any components of that combination that is sold, licensed, and sublicensed by EXAGRID to its customers and comprised of third-party hardware, EXAGRID Software, and Third-Party Software.
- 1.11 "Third Party Software" means computer software owned by third parties, licensed to EXAGRID, and redistributed by EXAGRID to its customers as part of a System.
- **"Updates"** means error corrections, bug fixes, patches, additions, upgrades or modified versions of the EXAGRID Software made available by EXAGRID to its customers generally.

2. ORDERS

CUSTOMER shall purchase and license Systems and Services by submitting written and signed Purchase Orders for written acceptance by EXAGRID or an EXAGRID Agent. Each Purchase Order shall reference this Agreement and specify the items and configurations of hardware, software, license type, and Services being ordered and the associated prices. Upon acceptance of the Purchase Order by EXAGRID, the purchase and license of the Systems and the provision of Services shall be governed by the terms of this Agreement. Any preprinted provisions of CUSTOMER's Purchase Orders or other terms that conflict with the terms of this Agreement shall not apply, exception to such provisions and terms is hereby given, and as between EXAGRID and CUSTOMER the terms set forth in this Agreement shall be applicable and control.

3. DELIVERY AND SHIPMENT

EXAGRID or Reseller will notify CUSTOMER of scheduled System shipments. Delivery will be f.o.b. point of shipment and will occur when the Systems are ready for pickup by the carrier. In the absence of specific instructions from CUSTOMER, EXAGRID, its vendors, Reseller, or other contractors will select a carrier and arrange for in- transit insurance (which may be less than full value). By selecting a carrier and arranging for insurance on CUSTOMER's behalf, neither EXAGRID, nor its vendors, contractors, or EXAGRID Agents assumes any liability for the shipment, and the carrier will not be considered their agent. All transportation and insurance charges shall be paid to EXAGRID or Reseller by CUSTOMER upon invoice. If deliveries are authorized in installments, each shipment shall be paid for when due without regard to other scheduled deliveries.

4. PAYMENT AND SECURITY INTEREST

- 4.1 License Payment. CUSTOMER shall remit full payment to EXAGRID or Reseller, as specified in the applicable Purchase Order, for all amounts due, including amounts then due for Services, under all respective Purchase Orders, net thirty (30) days from the System delivery date as provided in Section 3. Any amounts not paid in full within thirty (30) days of the due date shall bear interest at the rate of one and one-half percent (1.5%) per month or at the highest lawful rate, whichever is less, from the date such amount is due until payment is received.
- 4.2 Security Interest. EXAGRID hereby reserves a security interest in the Systems as security for

payment, and CUSTOMER agrees to execute any instrument required to perfect such interest. EXAGRID retains all ownership rights in and to the Systems delivered to CUSTOMER hereunder.

4.3 Payment Terms. Payment terms may be revised by EXAGRID at any time with prior written notice upon any adverse change in CUSTOMER's payment history or financial status. EXAGRID shall have the right to cancel any order placed or to refuse or delay delivery or performance for failure of CUSTOMER to make any payments due EXAGRID in accordance with the terms of this Agreement. CUSTOMER will pay all sums equal to taxes (including, without limitation, sales, withholding, value-added, and similar taxes) and any duties paid or payable, however designated, levied or based on amounts payable to EXAGRID under this Agreement, but exclusive of United States federal, state, and local taxes based on EXAGRID's net income.

5. LICENSES AND CONDITIONS

- Perpetual License. Subject to the terms and conditions of this Agreement and the license and payment terms of the relevant Purchase Order, and only when a Perpetual License is purchased under a valid Purchase Order, EXAGRID hereby grants to CUSTOMER a limited, revocable, non-exclusive, personal, non-transferable license under EXAGRID intellectual property rights to use the EXAGRID Software for CUSTOMER's internal business purposes solely upon and in connection with each System (or its temporary or permanent replacement) for which applicable Perpetual License fees have been paid. The EXAGRID Software supplied to CUSTOMER includes proprietary information owned by EXAGRID or its third-party licensors and is provided to CUSTOMER solely under the license granted under this Section 5.1, and not by sale. EXAGRID and its third-party licensors will continue to own their respective interests and will be entitled to terminate this Agreement in accordance with Section 10.1 below, and demand the return of their software, upon any failure of CUSTOMER to comply with the terms of this Agreement or the conditions or restrictions imposed by third parties and referred to in Section 5.7 below. Except for the express licenses granted herein, EXAGRID reserves all other rights to its intellectual property.
- 5.2 Subscription License. Subject to the terms and conditions of this Agreement and the license and payment terms of the relevant Purchase Order, and only when a Subscription License is purchased under a valid Purchase.

Order, EXAGRID hereby grants to CUSTOMER, during the term of this Agreement, a limited, revocable, non-exclusive, personal, non-transferable license under EXAGRID intellectual property rights to use the EXAGRID Software for CUSTOMER's internal business purposes solely upon and in connection with each System (or its temporary or permanent replacement) for which applicable Subscription License fees have been paid. The EXAGRID Software supplied to CUSTOMER includes proprietary information owned by EXAGRID or its third-party licensors and is provided to CUSTOMER solely under the license granted under this Section 5.2, and not by sale. EXAGRID and its third-party licensors will continue to own their respective interests and will be entitled to terminate this Agreement in accordance with Section 10.2 below, and demand the return of their software, upon any failure of CUSTOMER to comply with the terms of this Agreement or the conditions or restrictions imposed by third parties and referred to in Section 5.7 below. Except for the express licenses granted herein, EXAGRID reserves all other rights to its intellectual property.

5.3 Changes to EXAGRID Software. EXAGRID reserves the right to make changes to any EXAGRID

Software whenever such changes: (a) are required for safety; (b) facilitate performance in accordance with specifications; or (c) represent substitutions and modifications in accordance with applicable product performance specifications, <u>provided however</u> that such changes shall not impede CUSTOMER's use of any EXAGRID Software.

- Limitation of Rights. CUSTOMER shall not itself, or through any affiliate, agent, or third party: (a) disassemble, reverse engineer, or decompile the EXAGRID Software or otherwise attempt to derive source code from it, except to the extent applicable laws specifically prohibit such restrictions; (b) modify, adapt, translate, or create derivative works based upon the EXAGRID Software; (c) transfer, lease, loan, sublicense, sell, resell for profit, distribute, or otherwise grant any rights in the EXAGRID Software in any form to any other party; or (d) use the EXAGRID Software on a commercial time-sharing, rental, or service bureau basis, or in any manner or for any purpose other than as described in the System documentation. CUSTOMER shall only have the rights with respect to the EXAGRID Software expressly set forth in this Agreement; all other rights are expressly reserved to EXAGRID and its licensors.
- 5.5 Reservation of Rights. CUSTOMER acknowledges that the EXAGRID Software, and all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the EXAGRID Software, are and at all times shall remain the valuable property of EXAGRID and its licensors, or their respective successors or assigns. CUSTOMER agrees that, except as provided in this Section 5, nothing contained in this Agreement shall be construed as granting or conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark, copyright, or other proprietary right, whether now existing or hereafter obtained, and no such license or other right shall arise from this Agreement or from any acts or omissions in connection with the execution of this Agreement or the performance of the obligations of the parties.
- 5.6 Use of Trademarks; Additional Technology. CUSTOMER agrees: (a) to respect and observe and not to alter, remove, or conceal any copyright, trademark, trade name, or other proprietary marking that may appear on or in the EXAGRID Software; and (b) that CUSTOMER is responsible for itself obtaining any additional software, hardware, or technologies not provided by EXAGRID under this Agreement and required to operate the Systems, including but not limited to communications devices and Internet access services.
- 5.7 Third Party Software. EXAGRID will redistribute certain Third-Party Software to CUSTOMER for CUSTOMERs use with Systems. As a condition of its use of the Third Party Software, CUSTOMER agrees to familiarize itself with, and to comply with and be responsible for observing, the conditions and restrictions required of software users by the owners of such Third Party Software as set forth in http://www.exagrid.com/thirdparty/exagridthirdpartylicenseagreements.asp.

6. SERVICES

- 6.1 Availability. All Services shall be provided to CUSTOMER by EXAGRID. CUSTOMER may purchase Services from EXAGRID or Reseller in accordance with the terms and prices of EXAGRID's then current published Services offerings. EXAGRID will not be responsible for providing Services for: (i) any Third-Party Software, or hardware; or (ii) any EXAGRID Software that is not configured in accordance with the specifications set forth in the applicable Purchase Order.
- **6.2 Conditions.** Services to be provided by EXAGRID under this Agreement require cooperation between CUSTOMER and EXAGRID, and CUSTOMER recognizes and accepts certain responsibilities.

These CUSTOMER responsibilities include but are not limited to: (i) providing EXAGRID with specific details regarding CUSTOMER's business requirements and operating procedures as they relate to the application of the Services to be performed by EXAGRID; and (ii) proper installation of and timely access to all necessary computer hardware, facilities, and software in accordance with mutually agreeable and reasonable schedules.

7. LIMITED WARRANTY

FXAGRID Software. EXAGRID warrants that the EXAGRID Software for which a license is purchased by CUSTOMER as part of a System will for a period of ninety (90) days from the date of shipment perform substantially as specified in the applicable System documentation. If CUSTOMER satisfactorily demonstrates to EXAGRID within such ninety (90) day period that the EXAGRID Software contains errors, then as EXAGRIDs sole and exclusive liability and as CUSTOMERs sole and exclusive remedy, EXAGRID shall at its sole option use commercially reasonable efforts to correct the EXAGRID Software errors reported by CUSTOMER or replace the EXAGRID Software with substantially conforming software. EXAGRID does not warrant the results of its correction or replacement services. Correction or replacement under the immediately preceding sentence, and the issuance of any corrections, patches, bug fixes, workarounds, upgrades, enhancements, or Updates by EXAGRID to CUSTOMER, shall not be deemed to begin a new, extended, or additional warranty period.

7.2 No Other Warranties.

- (i) THE LIMITED WARRANTY IN SECTION 7.1 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. EXAGRID SPECIFICALLY BUT WITHOUT LIMITATION DOES NOT WARRANT THAT: (A) THE EXAGRID SOFTWARE SHALL MEET ALL OF CUSTOMERS REQUIREMENTS OR SHALL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER; (B) THE OPERATION OF THE EXAGRID SOFTWARE SHALL BE ERROR-FREE OR UNINTERRUPTED; OR (C) ALL ERRORS OR DEFECTS IN THE EXAGRID SOFTWARE SHALL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.
- (ii) ALL HARDWARE, THE THIRD-PARTY SOFTWARE AND ANY EVALUATION SYSTEM ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND BY EXAGRID, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Except for Evaluation Systems, in cases in which EXAGRIDs vendors or licensors permit EXAGRID to pass through any warranties of such vendors or licensors to CUSTOMER, EXAGRID will use commercially reasonable efforts to help CUSTOMER accomplish such pass through, provided that CUSTOMER shall be responsible for all necessary charges or fees and for taking whatever actions are required on its part, and that any warranties passed through shall not be deemed to originate from or be binding on EXAGRID.
- (iii) No representation or other affirmation of fact, whether made by EXAGRID employees, EXAGRID Agents, or otherwise, shall be deemed a warranty by EXAGRID for any purpose or give rise to any liability of EXAGRID whatever unless contained in this Agreement.

8. INFRINGEMENT

8.1 Indemnity by EXAGRID. If a third party acting against CUSTOMER claims, threatens to claim, or obtains a judicial or administrative determination that the EXAGRID Software infringes its U.S. patent, copyright, or trade secret rights, EXAGRID shall have the option, at its own expense and at its sole option, to: (i) defend CUSTOMER at EXAGRID's expense and pay all damages that a tribunal finally awards; (ii) obtain for CUSTOMER the right to continue using the infringing item; (iii) replace the

infringing item or modify it so that it shall become non-infringing with no substantial degradation; or (iv) remove the infringing portion of the EXAGRID Software and refund the proportional license fee that CUSTOMER paid for such portion, pro rata, on a five-year straight-line depreciation basis, provided that CUSTOMER promptly notifies EXAGRID in writing of the claim, and allows EXAGRID to control, and cooperate with EXAGRID in, the defense and any related settlement negotiations. In no event shall EXAGRIDs liability under this Section 8 exceed the amount paid by CUSTOMER to EXAGRID for any allegedly infringing products.

- **Exception**. Notwithstanding the provisions of Section 8.1 above, EXAGRID shall have no obligation to CUSTOMER for any claim arising from the license or use of any EXAGRID Software: (i) that has been modified by a party other than EXAGRID; (ii) used to practice any process, or used in combination with other products not provided by EXAGRID where such infringement would not have occurred but for such use in combination with such other products; (iii) from failure of CUSTOMER to use updated EXAGRID Software provided by EXAGRID for avoiding such infringement; or (iv) that is part of any Evaluation System. EXAGRID shall not be bound by any settlement of any charge of infringement made without the prior written consent of EXAGRID.
- 8.3 Indemnification by Licensee. CUSTOMER shall indemnify and hold EXAGRID harmless from any loss, cost, or expense in connection with any claim, suit, or proceeding brought against EXAGRID or CUSTOMER insofar as it is based on a claim that the use of any EXAGRID Software infringes any third-party rights because of the way the EXAGRID Software or System was modified or altered by parties other than by EXAGRID, or because it was used in a manner for which it was not designed.
- **8.4 Limitation**. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF EXAGRID, EXAGRID AGENTS, AND EXAGRID LICENSORS TO CUSTOMER AND ANY AND ALL THIRD PARTIES, WHETHER FOR DAMAGES OR OTHERWISE, FOR INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY PRODUCT OR SERVICES FURNISHED BY EXAGRID UNDER THIS AGREEMENT.

9. LIMITATION OF LIABILITY

- 9.1 Limitation. It is expressly agreed that each party's maximum liability for damages to the other party under or in connection with this Agreement, regardless of the form of legal action, whether in contract or in tort, including negligence, shall in no event exceed the actual payments received by EXAGRID or Reseller for the EXAGRID Software, Systems, or Services that caused such damage or that are directly related to the cause of action, except that no such limitation on damages shall apply to losses due to CUSTOMER's violation of EXAGRIDs intellectual property rights or breach of any of the licenses, license restrictions, or confidentiality obligations set forth in this Agreement.
- 9.2 **No Consequential Damages**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, OR, IF REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR CLAIMED AGAINST THE OTHER PARTY BY ANY OTHER PARTY, <u>EXCEPT THAT</u> NO SUCH LIMITATIONS ON CONSEQUENTIAL DAMAGES SHALL APPLY IN THE EVENT OF VIOLATION OF EXAGRIDS INTELLECTUAL PROPERTY RIGHTS OR BREACH BY CUSTOMER OF ANY OF THE LICENSES, LICENSE RESTRICTIONS, OR CONFIDENTIALITY OBLIGATIONS

CONTAINED IN THIS AGREEMENT. EXAGRIDS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EXAGRID OR THAT OF ITS EMPLOYEES OR AGENTS OR IN RELATION TO ANY OTHER LIABILITY THAT MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED IS NOT EXCLUDED OR LIMITED AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN ATTEMPT TO EXCLUDE OR LIMIT SUCH LIABILITY.

10. TERM; TERMINATION

- Perpetual License Term. To the extent the applicable Purchase Order specifies that the EXAGRID Software is subject to a Perpetual License, this Agreement shall be effective from the Effective Date, and shall continue in full force and effect for a period of one (1) year thereafter. This Agreement automatically renews upon its anniversary date for successive one (1) year periods, unless and until terminated as set forth elsewhere in this Agreement. After the initial one-year term, either party may, at its discretion, terminate this Agreement at any time by notifying the other party of its decision to terminate in writing not less than thirty (30) days prior to the proposed termination date.
- Subscription License Term. To the extent the applicable Purchase Order specifies that the Systems, Services, and EXAGRID Software are subject to a Subscription License, and subject to timely payment of applicable Subscription License payments under Section 4.2 of this Agreement and as specified in the applicable Purchase Order, this Agreement shall be effective from the Effective Date, and shall continue in full force and effect for a period of three (3) years thereafter. This Agreement may be renewed for one (1) year terms following: (i) receipt by Reseller, not less than fifteen (15) days prior to the termination date of the then-current Subscription License, a Purchase Order renewing such Subscription License; and (ii) timely payment of any Subscription License payment or fee due therefor, unless and until terminated as set forth elsewhere in this Agreement. After the initial three (3) year term, either party may, at its discretion, terminate this Agreement at any time by notifying the other party of its decision to terminate in writing not less than thirty (30) days prior to the then-current termination date.
- 10.3 General. Upon any material breach or default of this Agreement by either party, the other party shall have the right to terminate this Agreement and any licenses granted under it effective on thirty (30) days' notice. Such termination shall become automatically effective unless the breaching or defaulting party shall have cured any material breach or default prior to the expiration of the thirty (30) day period. This Agreement may also be terminated upon:
- (i) bankruptcy, insolvency, or placing of the assets or the business of the other party in the hands of a receiver or trustee; (ii) filing of a petition for bankruptcy or reorganization by or against the other party; or (iii) dissolution or liquidation of the other party.
- 10.4 Consequences. In the event of expiration or termination of this Agreement for any reason, CUSTOMER shall promptly: (i) discontinue all use of the EXAGRID Software; (ii) erase or destroy any EXAGRID Software contained in the computer memory or data storage apparatus under the control of CUSTOMER; (iii) return to EXAGRID all copies of the EXAGRID Software provided by EXAGRID in CUSTOMER's possession; and (v) certify in writing to EXAGRID, within thirty (30) days of termination of this Agreement, that CUSTOMER has complied with the foregoing.
- **Survival.** Sections 1, 4, 5.4, 5.5, 5.6, 7 through 10, 11.6, 11.7, 11.8 and 12 shall survive any termination of this Agreement. In addition, Section 5.1 shall survive solely to the extent that CUSTOMER fully paid for a Perpetual License hereunder.

11. SPECIAL TERMS APPLICABLE TO EVALUATION SYSTEMS ONLY

- 11.1 Components and Terms. CUSTOMER and EXAGRID shall agree separately on the components comprising the Evaluation System and the length of the evaluation period. The use of the Evaluation System and the provision of any related Services shall be governed by the terms of this Agreement.
- 11.2 **Delivery and Shipment.** EXAGRID or EXAGRID Agent will notify CUSTOMER of scheduled Evaluation System shipments, and all transportation and insurance charges shall be paid by EXAGRID.
- 11.3 **System Loan.** EXAGRID shall loan the Evaluation System to CUSTOMER at no charge. Title to the Evaluation System shall at all times remain in EXAGRID and its licensors.

11.4 CUSTOMER Responsibilities.

- 11.4.1 CUSTOMER shall: (i) provide appropriate space in its facility for the Evaluation System, including necessary electrical and communications connections; (ii) be responsible for the proper use and deployment of the Evaluation System, and for training anyone using the Evaluation System on its proper use in accordance with any System use procedures; (iii) use the Evaluation System solely for the limited purposes of conducting its own internal tests to evaluate the performance and functionality of the Evaluation System in CUSTOMER's internal business environment or for CUSTOMER's business purposes; (iv) make the Evaluation System available for maintenance and support purposes as requested by EXAGRID on a reasonable basis, subject to mutual agreement between the parties on scheduling; (v) take appropriate action, by means of agreement, instruction or otherwise, with respect to its employees or other third parties permitted access to the Evaluation System in furtherance of its permitted use to ensure that all of its obligations under this Agreement are satisfied; and (vi) return the Evaluation System to EXAGRID at the conclusion of the evaluation in the same condition in which it was delivered, normal wear and tear excepted.
- 11.4.2 CUSTOMER shall not: (i) use or permit third parties to use the Evaluation System for production purposes or other commercial purposes; (ii) modify or attempt to maintain or repair the Evaluation System without first obtaining EXAGRIDs prior written permission; (iii) permit the imposition of any lien, charge or encumbrance on the Evaluation System while in CUSTOMERs possession, or move the Evaluation System from its initial installation location without first obtaining EXAGRIDs prior written permission; (iv) publicly disclose performance information, test results or analyses created by or for CUSTOMER (including, without limitation, benchmarks) relating to the Evaluation System, which restriction shall survive any termination of this Agreement.
- 11.5 **Availability of Services.** EXAGRID shall provide such maintenance and support Services as it shall determine in its sole discretion are necessary or desirable, at no charge to CUSTOMER. EXAGRID will not be responsible for providing Services for (i) any Third-Party Software, or hardware, or (ii) any EXAGRID Software that is not configured in accordance with the specifications separately agreed to by the parties.
- 11.6 Exclusion of Warranties. THE EVALUATION SYSTEM IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS, AND EXAGRID DISCLAMS ALL WARRANTIES WITH RESPECT TO THE EVALUATION SYSTEM, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. This risk allocation reflects the lack of charges for the use of the Evaluation System.

11.7 Confidentiality

- Agreement it may have access to certain information and material concerning the other party's business, plans, customers, technology, and products that are confidential and of substantial value to the disclosing party ("Information"), which value would be impaired if such Information were disclosed to third parties. Each party agrees to maintain all Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Information only for the purpose of performing this Agreement. No Information shall be deemed confidential unless so marked if given in writing or, if given orally, identified as confidential orally prior to disclosure, except that CUSTOMER agrees that any Information in whatever form relating to: (i) the design, functionality, operational methods, or coding of EXAGRID Software, including but not limited to any complete or partial source or object code versions; and (ii) performance information, test results or analyses created by or for CUSTOMER (including, without limitation, benchmarks) relating to the Evaluation System, shall be deemed confidential Information of EXAGRID regardless of the presence or absence of any confidential markings or identification.
- 11.7.2 The parties' obligations of non-disclosure under this Agreement shall not apply to Information that the receiving party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (ii) was rightfully in the receiving party's possession prior to disclosure by the disclosing party.
- (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Information without restriction; or (iv) except as otherwise provided in Section 11.7.1(ii) above, is independently developed by the receiving party without resort to Information.
- 11.7.3 Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Information or, at the disclosing party's option, shall destroy all such Information as the disclosing party may designate. Recipient's obligation of confidentiality shall survive this Agreement.
- 11.7.4 Each party acknowledges that any breach of any of its obligations with respect to the other party's confidential information hereunder may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event each party shall be entitled to seek equitable relief to protect its interests, including but not limited to temporary restraining orders, preliminary and permanent injunctive relief, as well as money damages.
- 11.8 Consequences of Termination. In the event of termination of this Agreement or the evaluation for any reason, CUSTOMER shall promptly: (i) discontinue all use of the Evaluation System; (ii) erase or destroy any EXAGRID Software and CUSTOMER data contained in the computer memory or data storage apparatus under the control of CUSTOMER; (iii) return to EXAGRID all copies of the EXAGRID Software provided by EXAGRID in CUSTOMER's possession; and (iv) promptly make the Evaluation System available for removal by EXAGRID.
- 11.9 **Conversion to Purchase.** In the event CUSTOMER elects to purchase the Evaluation System prior to its removal by EXAGRID, CUSTOMER shall do so in accordance with the provisions of Sections 2 and 4 above and the terms and conditions of this Agreement (or an applicable written EXAGRID agreement or Purchase Order provided by an EXAGRID Agent) shall govern such purchase.

12. GENERAL

12.1 Notices. All notices required or permitted under this Agreement will be in writing and will be

deemed given:

- (i) when delivered personally; (ii) when sent by confirmed telex or facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. All communications will be sent to the principal office of each party or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1. If the communication is from CUSTOMER to EXAGRID, it shall be addressed to "Attn: President." If the communication is from EXAGRID to CUSTOMER, it shall be addressed to the Chief Executive Officer of CUSTOMER.
 - 12.2 Assignment. CUSTOMER may not assign, delegate, or otherwise transfer this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of EXAGRID. Any attempt to transfer or assign this Agreement without such written consent will be null and void. EXAGRID may assign this Agreement to any affiliate or to a person or entity into which it has merged, or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors, and administrators, as the case may be.
 - 12.3 Waiver. The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall only be deemed to have been made if expressed in writing by the party granting such waiver.
 - 12.4 Severability. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be reformed, construed, and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.
 - 12.5 Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to conflict of law's provisions. The federal and state courts sitting in Boston, Massachusetts shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of the courts of Massachusetts and service of process being effected upon it by registered mail sent to the respective addresses referred to in Section 12.1 above. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
 - 12.6 Entire Agreement. This Agreement and its Attachments, any separate agreement referenced in Sections 1.3 and 11.1, and the Third Party Software restrictions and conditions referred to in Section 5.3 above, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and terms other than quantity, price, and the like set forth in an accepted Purchase Order, the terms of this Agreement shall prevail. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Except as otherwise provided in Section 5.3

above, any item or service furnished by EXAGRID in furtherance of this Agreement, although not specifically identified in it or in a Purchase Order referencing this Agreement, shall nevertheless be covered by this Agreement unless specifically covered by some other written agreement executed by CUSTOMER and an authorized representative of EXAGRID. The headings and captions used in this Agreement are for convenience only and shall not affect the interpretation of the provisions of this Agreement.

- 12.7 U.S. Government Restricted Rights. In the event that CUSTOMER is an agency of the United States Government, or that the license granted under this Agreement is pursuant to a contract with either a defense or civilian agency of the United States Government, CUSTOMER agrees that the EXAGRID Software is provided with restricted rights and that the EXAGRID Software and all other software that forms a part of any System is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the EXAGRID Software with only those rights set forth in those C.F.R. provisions or equivalent and in this Agreement.
- 12.8 Export Control. CUSTOMER agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. CUSTOMER agrees to indemnify EXAGRID, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of CUSTOMERs breach of this provision. This export control clause shall survive termination of this Agreement.
- 12.9 Use of Customer Name. EXAGRID may include CUSTOMER's name or logo as an EXAGRID customer in a list of representative customers. EXAGRID agrees to display the CUSTOMER's name or logo in compliance with any publishing standards defined by CUSTOMER. Prior to developing and publicizing any profile, case study or similar document published on EXAGRID's Web site or in hardcopy describing how EXAGRID's products are used by CUSTOMER, EXAGRID Software agrees to obtain CUSTOMER's specificapproval.
- 12.10 Independent Contractors. The relationship of EXAGRID and CUSTOMER established by this Agreement is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. For a period of one year following the completion of any Services performed for CUSTOMER under this Agreement, CUSTOMER shall not directly or indirectly employ, solicit for employment, or contract with any EXAGRID personnel performing Services for CUSTOMER under this Agreement.

County of Riverside	APPROVED AS TO FORM Gregory P. Priamos	
Signature: Karen Spiegel, Chairperson, Board of Supervisors	County Counsel By:	
Dated:		
ATTEST: Kecia Harper, Clerk of the Board By:	Deputy County Counsel Dated:	
Deputy	Signature	



HPE Foundation Care Service

Support Services

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 technical resources 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 onsite 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. HPE releases updates to software and reference manuals as soon as they are made available for selected HPE-supported software products for each system, processor, processor core, and end user, as allowed by HPE or the original manufacturer software license. 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.

Service feature highlights

- Choice of Foundation Care service-level options
- Escalation management
- HPE electronic remote support solution
- Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products
- Access to electronic support information and services
- · Hardware support:
- · Remote problem diagnosis and support
- · Onsite hardware support
- · Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance (included for certain eligible products only)
- Software support:
- Access to technical resources
- License to use software updates

Data sheet Page 2

- Software support
- · Installation advisory support
- · Software features and operational support
- Software product and documentation updates
- Hewlett Packard Enterprise recommended software and documentation updates method
- · Optional service features:
- Defective media retention (for eligible hardware products only)
- Comprehensive defective material retention (for eligible hardware products only)
- Preventive maintenance (for eligible hardware products only; only available with HPE Contractual Services)

Table 1. Service features

Feature	Delivery specifications	
	The HPE Foundation Care service-level options noted below 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. Product eligibility may vary. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability and product eligibility.	
	Additional features and descriptions are included in this table.	
HPE Foundation Care service-level	For products covered by Foundation Care, Hewlett Packard Enterprise offers three distinct service levels:	
options	 HPE Foundation Care NBD Service HPE Foundation Care 24x7 Service HPE Foundation Care CTR Service 	
	The HPE Foundation Care portfolio also offers the same three service levels with the inclusion of hardware defective media retention (DMR) and comprehensive defection material retention (CDMR) as additional core features. See table 2 for details on DMR and CDMR.	
	The details of the HPE Foundation Care service levels are outlined in the text that follows.	
HPE Foundation Care NBD Service	Hardware support:	
	 Coverage window: 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. Onsite response time: Next-business-day onsite response: For incidents with covered hardware that cannot be resolved remotely, HPE will use commercially reasonable efforts to respond onsite the next business day. A Hewlett Packard Enterprise authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service the next coverage day after the call has been received and acknowledged by HPE. Onsite response time specifies the period of time that begins when the initial call has been received and acknowledged by HPE, as described in the 'General provisions/Other exclusions' section. The onsite 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 has determined that no onsite intervention is required. Calls received outside the coverage window will be acknowledged the next coverage day and serviced within the following coverage day. Software support: 	
	 Coverage window: 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. Remote response time: Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond to the call within two hours, as noted in the 'Software support' section of this table. 	
HPE Foundation Care 24x7 Service	Hardware support:	
	 Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays. 	

- Onsite response time: 4-hour onsite response: For incidents with covered hardware that cannot be resolved remotely, HPE will
 use commercially reasonable efforts to respond onsite within 4 hours. A Hewlett Packard Enterprise authorized representative
 will arrive at the Customer's site during the coverage window to begin hardware maintenance service within four hours of the
 call having been received and acknowledged by HPE. Onsite response time specifies the period of time that begins when the
 initial call has been received and acknowledged by HPE, as described in the 'General provisions/Other exclusions' section. The
 onsite 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 has determined that no onsite intervention is required.
- Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.
- Remote response time: Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond
 to the call within two hours, as noted in the 'Software support' section of this table.

HPE Foundation Care CTR Service

Hardware support:

- Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.
- Onsite response time: 6-hour call-to-repair time: For critical incidents (Severity 1 or 2), HPE will use commercially reasonable
 efforts to return the covered hardware to operating condition within 6 hours after the initial service request has been received.
 Availability of call-to-repair times is dependent on the proximity of the Customer site to an HPE-designated support hub, as
 described in the 'Travel zones' section.

For non-critical incidents (Severity 3 or 4), or at the Customer's request, HPE will work with the Customer 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/Other exclusions' section.

Call-to-repair time refers to the period of time that begins when the initial service request has been received and acknowledged by HPE or at the start time for work scheduled in agreement with the Customer, as specified in the 'General provisions/Other exclusions' section. Call-to-repair time ends with HPE's determination that the hardware is repaired, or when the service request is closed with the explanation that HPE has determined that no onsite intervention is required.

Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced. HPE is not liable for any lost data, and the Customer is responsible for implementing appropriate backup procedures. Verification by HPE may be accomplished by the completion of a power-on self-test, standalone diagnostic, or visual verification of proper operation. At its sole discretion, HPE will determine the level of testing necessary to verify that the hardware is repaired. At its sole discretion, HPE may temporarily or permanently replace the product in order to meet the call-to-repair time. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

It will take 30 days from the time this service is purchased to set up and perform necessary audits and processes so that the hardware call-to-repair time can be put into effect. During this initial 30-day period and for up to 5 additional business days after the audit is completed, HPE will provide a 4-hour onsite response time.

Enhanced parts inventory management

To support HPE call-to-repair times, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible service requests.

Software support:

- Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.
- Remote response time: Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond
 to the call within two hours, as noted in the 'Software support' section of this table.

The HPE Foundation Care support features noted below are product dependent. Hewlett Packard Enterprise will provide the hardware support features for covered hardware products and the software support features for covered software products.

Escalation management

Hewlett Packard Enterprise has established formal escalation procedures to facilitate the resolution of complex incidents. Local Hewlett Packard Enterprise management coordinates incident escalation, enlisting the skills of appropriate HPE resources to assist the Customer 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 problem resolution.

HPE electronic remote support solution

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. A Hewlett Packard Enterprise support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the Hewlett Packard Enterprise support specialist to provide more efficient troubleshooting and faster problem resolution.

Data sheet Page 4

Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products

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 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, and the Customer will be directed to available sortices for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor. If the problem is still not resolved, then Collaborative Call Management can be initiated at the Customer's requires.

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, at the Customer's request, initiate 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 ISVs and the Customer has taken the steps necessary to ensure that HPE can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. HPE will engage the ISV and provide information about the Customer's issue, as obtained during the Basic Software Support service call. Once the call has transitioned to the ISV, if 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 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. 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 www.hpe.com/services/collaborativesupport.

Access to electronic support information and services

As part of this service, Hewlett Packard Enterprise provides the Customer with access to certain commercially available electronic and Web-based tools. The Customer has access to:

- 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
- · 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 pre-qualification
 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
- 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, 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 the Customer with electronic access to receive, proactively
 manage, and plan for software product updates; access to the portal is through the HPE Support Center

Hardware support

Remote problem diagnosis and support

Once the Customer has placed and Hewlett Packard Enterprise has acknowledged the receipt of a call as described in the 'General provisions/Other exclusions' 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 onsite 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.

HPE will provide telephone assistance during the service coverage window for installation of customer-installable firmware and Customer Self Repair parts.

Regardless of the Customer's coverage window, incidents with covered hardware 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. HPE retains the right to determine the final resolution of all reported incidents.

Onsite hardware support

For hardware incidents that cannot, in Hewlett Packard Enterprise's judgment, be resolved remotely, a Hewlett Packard Enterprise authorized representative will provide onsite 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.

Once a Hewlett Packard Enterprise authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either onsite 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 verification that the hardware malfunction has been corrected or that the hardware has been replaced.

'Fix-on-Failure': In addition, at the time of onsite technical support delivery, HPE may:

- 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 firmware updates defined by HPE as non-customer 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
 'Fix-on-Request': In addition, at the Customer's request, HPE will install during coverage hours critical firmware updates defined
 by HPE as non-customer installable for covered hardware products. Critical firmware updates are firmware updates
 recommended by the HPE product division for immediate installation.

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.

Replacement parts and materials

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 to assure supportability of the product. Replacement parts provided by HPE shall be new or functionally equivalent to new in performance. Replaced parts become the property of HPE. 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.

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. If a consumable part is eligible for coverage, as determined by HPE, call-to-repair time commitments and onsite response times do not apply to repair or replacement of the covered consumable part.

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.

Firmware updates for selected products

As Hewlett Packard Enterprise releases entitled firmware updates to HPE hardware products, these updates are only made available to Customers with an active agreement that entitles them to access these updates.

As part of this service, Customers 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.

HPE will verify entitlement to updates by reasonable means (such as an access code or other identifier), and the Customer is responsible for using any such access tools in accordance with the terms of this data sheet and other applicable agreements with HPE. HPE may take additional reasonable steps, including audits, to verify the Customer's adherence to the terms of their agreements with HPE, including this data sheet. For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), the Customer 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. HPE will provide, install, or assist the Customer with installation of firmware updates as previously described in this document only if the Customer has 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.

Periodic maintenance

For certain eligible water-cooled products, Hewlett Packard Enterprise will provide periodic maintenance; the frequency and scope of these periodic maintenance services will be as defined by the product maintenance schedule documented in the product documentation. For more information on eligible products that will receive periodic maintenance services as part of this service, please contact your Hewlett Packard Enterprise sales representative.

If periodic maintenance is included, a Hewlett Packard Enterprise authorized representative will contact the Customer, and the Customer will agree 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.

HPE will plan the necessary periodic maintenance activities and identify and communicate any prerequisites to the Customer when contacting the Customer to schedule the service. The Customer 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.

Software support

Access to technical resources

The Customer can access Hewlett Packard Enterprise technical resources via telephone, electronic communication, or fax (where locally available) for assistance in resolving software implementation or operations problems.

License to use software updates

The Customer receives 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 the Customer has rightfully acquired the original software license.

The license terms shall be as described in the 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 such software updates provided under this service.

For certain third-party products, instead of purchasing an initial software product license, this service provides the Customer with the ability to download from a website, hosted by HPE or a third-party vendor, the current revision of the software and all software updates released during the support agreement period.

Software support

Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond to the call within two hours. Calls received and answered outside the service coverage window will be logged the next day for which the Customer has a service coverage window (may vary by geographic location). HPE provides corrective support to resolve identifiable and customer-reproducible software product problems. HPE also provides support to help the Customer identify problems that are difficult to reproduce. In addition, the Customer receives assistance in troubleshooting problems and determining configuration parameters for supported configurations.

Installation advisory support

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 standalone 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.

Exclusions to this advisory support include, but are not limited to, the following: 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.

Software features and operational support

Hewlett Packard Enterprise provides information, as commercially available, on current product features, known problems and available solutions, and operational advice and assistance.

Software product and documentation updates

As Hewlett Packard Enterprise releases updates to HPE software, the latest revisions of the software and reference manuals are made available to the Customer. 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 the Customer 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 the Customer when required to download, install, or run the latest software revision.

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 the Customer with electronic access to receive and proactively manage software product and documentation updates.

For other HPE-supported third-party software, the Customer may be required to download updates directly from the vendor's website

Hewlett Packard Enterprise recommended software and documentation updates method

For HPE or HPE-supported third-party software and documentation updates, the recommended delivery method will be determined by Hewlett Packard Enterprise. The primary delivery method for software updates and documentation updates will be via download from the Software Updates and Licensing portal or a third-party hosted website.

Table 2. Optional service features

Feature **Delivery specifications** The Foundation Care portfolio also offers the following additional service levels: HPE Foundation Care NBD wDMR Service HPE Foundation Care 24x7 wDMR Service HPF Foundation Care CTR wDMR Service Defective media retention For eligible products, the defective media retention 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 defective media retention. Comprehensive defective material In addition to defective media retention, the comprehensive defective material retention service feature option allows the retention Customer to retain additional components that have been designated by Hewlett Packard Enterprise 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 www.hpe.com/services/cdmr.

Optional features available only with HPE Contractual Services:

Preventive maintenance

A Hewlett Packard Enterprise authorized representative will visit the Customer's site at regularly scheduled intervals. The Customer shall call HPE to request and schedule a preventive maintenance visit at the agreed-upon intervals.

During the visit, the HPE authorized representative, at their discretion, will determine the level of checking that will be performed for preventive maintenance services such as diagnostics, checking error logs on covered systems to find potential hardware problems, and, if necessary, addressing mechanical or electronic system complaints and cleaning or replacing worn or defective parts or maintenance items.

The representative may also check for potential problems by inspecting cables and cable connections or visual status indicators of covered hardware, checking temperature and humidity levels and comparing them to vendors' recommendations, and installing applicable engineering improvements and firmware updates as required, in the opinion of HPE, to maintain the hardware product. The representative may provide a final report on the hardware's condition.

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.

Availability and deliverables may vary by region.

Service limitations

Hewlett Packard Enterprise retains the right to determine the final resolution of all service requests.

At the discretion of Hewlett Packard Enterprise, service will be provided using a combination of remote diagnosis and support, services delivered onsite, 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 Customer Self Repair (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.

If the Customer agrees to the recommended CSR and a CSR part is provided to return the system to operating condition, the onsite service level shall not apply. In such cases, it is Hewlett Packard Enterprise's practice to express ship to the Customer location the CSR parts that are critical to the product's operation. For more details on the CSR process and parts, please refer to www.hpe.com/info/csr

Call-to-repair time commitments and onsite response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.

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 Hewlett Packard Enterprise
- Services that, in the opinion of Hewlett Packard Enterprise, 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 the Customer
- Services that, in the opinion of Hewlett Packard Enterprise, 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 Hewlett Packard Enterprise
- 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

Hardware onsite support

Data sheet Page 8

An onsite response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods previously described.

Response times are dependent on the location of your site in relation to a designated Hewlett Packard Enterprise support office. To check service availability, please contact your local Hewlett Packard Enterprise Services representative.

For technical hardware issues that cannot, in Hewlett Packard Enterprise's judgment, be resolved remotely, a Hewlett Packard Enterprise authorized representative will provide onsite 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.

Hardware call-to-repair time

If an upfront audit is required by Hewlett Packard Enterprise, the hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. In addition, HPE reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe.

The hardware repair time may vary for specific products.

A call-to-repair time commitment does not apply when the Customer chooses to have Hewlett Packard Enterprise prolong diagnosis rather than execute recommended recovery procedures.

If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

The following activities or situations will suspend the 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

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

Collaborative Call Management for non-Hewlett Packard Enterprise software

The Customer must have appropriate active support agreements in place with selected vendors and take any steps necessary to ensure that HP can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. HP will not be able to transfer the existing HP case number to the vendors and assumes no responsibility for failure to do so. HP is not liable for the performance or non-performance of third-party vendors, their products, or their support services. HP's obligations are limited to the placement of support calls only, and purchase of this service does not assign the support agreement between the Customer and vendor to HP. The Customer is still responsible for performance of its obligations under such agreements, including payment of all applicable fees, including any fees that may apply as a result of logging calls with the vendor.

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 Hewlett Packard Enterprise 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 Hewlett Packard Enterprise 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 Hewlett Packard Enterprise as requiring separate coverage, if available, must be configured and purchased separately.

Data sheet Page 9

Failure rates on these components are constantly monitored, and Hewlett Packard Enterprise reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that the Customer is 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).

Software support

Software updates are not available for all software products. When this service feature is not available, it will not be included in this service. For some products, software updates include only minor improved features. New software versions must be purchased separately.

Travel zones

All hardware onsite 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 table below.

Distance from HPE-designated support hub	4-hour hardware onsite response time	Next-day hardware onsite 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 table below.

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.

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	

Data sheet Page 10

Prerequisites

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

For hardware onsite response time options, Hewlett Packard Enterprise strongly recommends that the Customer install and operate the appropriate HPE remote support solution, with a secure connection to HPE, in order to enable the delivery of the service. For hardware call-to-repair time commitments, HPE requires that the Customer 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 Hewlett Packard Enterprise representative for further details on requirements, specifications, and exclusions. If the Customer does 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 onsite installation of non-customer-installable firmware if the Customer does not deploy the appropriate HPE remote support solution in cases where recommended and available. Installation of customer-installable firmware is the responsibility of the Customer. Additional charges will apply if the Customer requests that HPE install customer-installable firmware and software updates. 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.

Hewlett Packard Enterprise, at its sole discretion, may require an audit on the covered products. If such an audit is required, a Hewlett Packard Enterprise authorized representative will contact the Customer, and the Customer will agree to arrange for an audit to be performed within the initial 30-day timeframe. During the audit, key system configuration information is collected and an inventory of the covered products is performed. The information gathered in the audit enables HPE to plan and maintain replacement part inventories at the appropriate level and location, and allows HPE to survey and troubleshoot possible future hardware incidents so that repairs can be completed as quickly and efficiently as possible. At the sole discretion of HPE, the audit may be performed onsite, 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 onsite response time service level.

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

To be eligible to purchase this service, the Customer 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 the Customer into service eligibility.

Customer responsibilities

If the Customer does not act upon the specified Customer responsibilities, at Hewlett Packard Enterprise'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 material rates.

The Customer must provide accurate and complete information in a timely manner as required for Hewlett Packard Enterprise to perform the services.

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 Hewlett Packard Enterprise 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 Hewlett Packard Enterprise authorized representative without any hindrance whatsoever prior to the delivery of the service. If the Customer fails to meet the foregoing access requirements, HPE is under no obligation to perform the services and HPE shall be entitled to charge the Customer for the support call at HPE's published service rates.

Hewlett Packard Enterprise may utilize authorized service delivery partners in certain countries where HPE does not have a direct, local presence. Any specified onsite response times or Customer Self Repair are subject to local parts availability at the country level.

The call-to-repair time commitment is subject to the Customer providing immediate and unrestricted access to the system, as requested by Hewlett Packard Enterprise. 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 the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

Page 11

Upon Hewlett Packard Enterprise request, the Customer will be required to support HPE's 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
- Run data collection 'scripts' on behalf of Hewlett Packard Enterprise when they cannot be initiated from HPE Remote Support Technology
- Provide all information necessary for Hewlett Packard Enterprise to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
- Perform other reasonable activities to help Hewlett Packard Enterprise identify or resolve problems, as requested by HPE

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

The Customer agrees to pay additional charges if the Customer requests that Hewlett Packard Enterprise 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 installing and configuring all supported devices and maintaining the appropriate Hewlett Packard Enterprise Remote Support Technology with a secure connection to HPE. The Customer is responsible for providing all necessary resources in accordance with the HPE remote support solution release notes in order to enable the delivery of the service and options. The Customer must also provide any hardware required to host the remote support solution. When an HPE remote support solution is installed, the Customer must also maintain the contact details configured in the remote support solution that HPE will use in responding to a device failure. The Customer should contact a local Hewlett Packard Enterprise representative for further details on requirements, specifications, and exclusions. For scheduled calls, the Customer shall promptly make the equipment available to HPE for remedial activities at the agreed-upon time.

In cases where Customer Self Repair parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by Hewlett Packard Enterprise. 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.

In order for Hewlett Packard Enterprise to provide Collaborative Call Management, the Customer must have an active support agreement with the software vendor that includes the required service level and features that allow the Customer to place calls and receive support from the vendor. If the vendor requires it, the Customer will take any steps necessary to ensure that HPE can submit calls on the Customer's behalf. In addition, the Customer must provide HPE with the appropriate information needed for HPE to initiate a service call with the software vendor on behalf of the Customer. HPE will not be able to transfer calls to the vendor and assumes no responsibility for failure to do so. HPE's obligations are limited to the placement of support calls only. Purchase of Collaborative Call Management does not assign the support agreement between the Customer and vendor to HPE. The Customer remains 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 calls with the vendor. HPE is not liable for the performance or non-performance of third-party vendors, their products, or their support services.

The Customer will:

- Take responsibility for registering to use the Hewlett Packard Enterprise 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 Hewlett Packard Enterprise upon request, all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service
- Take responsibility for acting upon software product updates and obsolescence notifications received from the Hewlett Packard Enterprise Support Center
- Use all software products in accordance with current Hewlett Packard Enterprise 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 such software updates provided under this service

Page 12

If required by Hewlett Packard Enterprise, the Customer or Hewlett Packard Enterprise 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 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, go to www.hpe.com/mediahandling

If the Customer chooses to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature options, it is the Customer's responsibility to:

- · Retain covered data retentive components that are replaced during support delivery by Hewlett Packard Enterprise
- 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 the Customer as loaned, rented, or leased products, the Customer will promptly return the replacement components at the expiration or termination of support with HPE. The Customer 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.

Coverage

This service provides coverage for eligible Hewlett Packard Enterprise-branded hardware products and HPE-supported and -supplied components such as memory and DVD-ROM drives. Attached accessories are not covered by this service; certain exceptions may apply. Please contact your Hewlett Packard Enterprise sales representative for more information regarding what products, accessories, and components are eligible for coverage under this service.

Coverage for eligible multivendor systems includes all standard vendor-supplied internal components.

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. Hewlett Packard Enterprise will work with the Customer to recommend a replacement. Not all components will have available replacements in all countries due to local support capabilities.

Consumable items including, but not limited to, removable media, customer-replaceable batteries, maintenance kits, and other supplies, as well as user maintenance, are not covered by this service.

For some servers, networking, and storage products, CPUs, disks, options, and other major internal and external components will be covered if support has been configured accordingly and they are included in the contract's equipment list under the hardware support section (if applicable).

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 Hewlett Packard Enterprise 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.

Page 13

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.

Notwithstanding anything in this document, service purchased on the main product does not extend to all options or all HPE Moonshot servers. Service coverage for certain options or Moonshot servers must be configured and purchased separately; otherwise, standard warranty terms apply. For a complete list of the HPE ProLiant and HPE BladeSystem options and Moonshot servers that require separate service coverage, please visit www.hpe.com/services/excludedoptions

For Hewlett Packard Enterprise 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 (e.g., connectivity modules, transceivers, and internal power supplies).

General provisions/Other exclusions

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 Hewlett Packard Enterprise and/or third-party products, software support will be offered only on updates that are made available for the solution by HPE.

Hewlett Packard Enterprise 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 commencement of remedial action. Note: For events received via the HPE electronic remote support solution, HPE is required to contact the Customer, determine the incident severity with the Customer, and arrange access to the system before the hardware call-to-repair time or hardware onsite response time period can start.

Hardware support onsite 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 Down: for example, production environment down: production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety issues
- Severity 2—Critically Degraded: for example, production environment severely impaired; production system or production application interrupted/compromised; risk of reoccurrence; significant impact on the business
- Severity 3—Normal: for example, non-production system (e.g., test system) down or degraded; production system or production application degraded with workaround in place; non-critical functionality lost; limited impact on the business
- Severity 4—Low: for example, no business or user impact

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.

Software support must be purchased 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 Hewlett Packard Enterprise sales representative and reference the following product numbers (x denotes the service length in years; options are 1, 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 Hewlett Packard Enterprise representative or Hewlett Packard Enterprise 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: www.hpe.com/services/support



Overview

HPE OneView

HPE OneView is converged management that eliminates infrastructure complexity with automation simplicity. This modern management architecture is designed to accelerate your IT operations for managing servers, storage, and network resources.

The HPE OneView design is:

- Converged, with an innovative architecture that delivers a unified and consistent management experience across servers, storage, and networking.
- Software-Defined, providing software-based control, infrastructure mapping, and a user-centric approach to ensure rapid, repeatable, and reliable operations at lower costs.
- **Automated**, working as an intelligent hub to streamline the delivery of IT services and to speed the transition to IT-as-a-Service and to the hybrid cloud.

Convergence cuts in half the number of tools required to learn, manage, deploy and integrate infrastructure. The innovative architecture delivers simplified and consistent management across servers, storage, and networking. A single, open management platform supports multiple generations of HPE DL servers, HPE BladeSystem, HPE 3PAR storage, and HPE ConvergedSystem -- as well as HPE and Cisco top-of-rack switches. Integration solutions also allow you to provision and manage lifecycles within familiar consoles like VMware vCenter Server and Operations Manager, Microsoft System Center, and Red Hat Enterprise Virtualization.

Software-defined approaches to systems management create "get it right" repeatability every time to help you prevent unplanned outages caused by human error or device failure. Profiles and groups capture your best practices and policies to help you increase productivity and enable compliance and consistency. You can also manage this infrastructure programmatically using powerful APIs build on industry standards such as REST. These APIs are easily accessible from any programming language and SDKs are provided for interfaces, PowerShell, and Python scripts.

Automation can streamline your delivery of IT services and speed your transition to Infrastructure-as-a-Service (laaS) and hybrid cloud delivery. Using HPE OneView as an intelligent hub provides you a closed-loop automation with consistent APIs, data model, and state-change message bus. Your virtualization administrators can automate control of HPE compute, storage, and networking resources using VMware vCenter or Microsoft System Center without having detailed knowledge of each device. The result: tasks, processes, and projects are accomplished faster and with more consistency than the older patchwork approaches to management.

These innovations in HPE OneView can reduce your OpEx and improve your business agility. HPE OneView is your converged management foundation to free your resources for new business initiatives, whether that is "lights-out automation" or "enabling infrastructure" for a hybrid, heterogeneous cloud. Efficiently transition from your current HPE and third party infrastructure, tools, and processes to your vision of IT-as-a-Service using HPE OneView.

HPE OneView

Overview

What's New

HPE OneView 2.0 provides the following enhancements for converged management:

Server and Enclosure Management

- What's New?
- Server profile templates -- with monitor, flag, and update from template
- FW & OS Driver updates (Win, Lx) via HPE tools on demand
- Profile Dashboard (info for server profiles, drill down in Storage & Networking)
- Profile Mobility / Profile Migration
- FCoE SAN Fabric for HPE 5900 AF/CP (Sheppard, SuperShaw, Biggs VC interconnect modules)
- Physical connectivity view
- Localization: Japanese & Simplified Chinese
- **NOTE:** Virtual Appliance Scalability: Concurrent import and management of 40 enclosures, 640 servers, 240 interconnects, 2560 storage volumes. (This is the same as in the v1.10 & v1.20 releases.)

Network Management

VC domain migrations: VCM -to- HPE OneView Migration at v2.0 VC feature parity

NOTE: Does NOT include online migration

- VC enhancements for c7000
 - QoS support for traffic classification
 - Dual-hop FCoE Support
 - Partially stacked domains (Single c7000 LE lifecycle with multi-LI support and new c7000 multi-LIG Enclosure Group)
 - Support for 4K defined VLANs
 - VCSU equivalent functionality for firmware update with minimal downtime (fixed sequence)
 - LLDP Enhancements with richer TLVs
- FCoE SAN Fabric for HPE 5900 AF/CP
- FC & FCoE SAN support for Cisco MDS (c7000)
- Cisco Nexus 5K and 6K ToR switches & c7000 FEX with Resources, LSG/LS with vPC, Alerts, Stats, Monitoring, Topology, Physical connectivity view

Storage Management

- Storage volume snapshots
- · Health monitoring for SAN connections

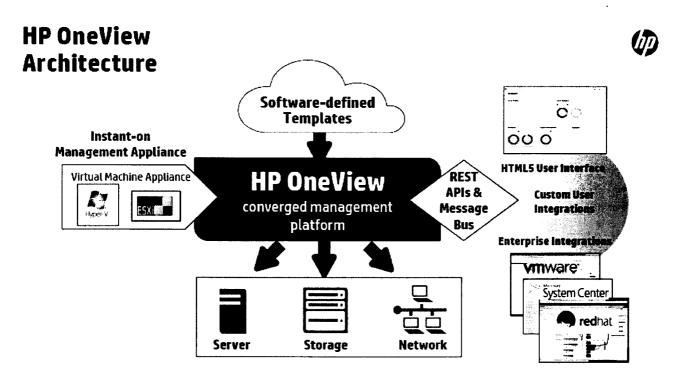
Partner Integrations

- HPE Virtualization Performance Viewer for HPE OneView adds capacity optimization capabilities to HPE OneView Advanced.
- VMware vCenter Server integration adds server-profile-based Grow Cluster deployment and automated HPE StoreOnce deployment for secure backup/recovery.
- Microsoft System Center integration adds a single integrated SCVMM Fabric Management/Storage Add-in with support for partial domains, FCOE dual hop, Server Profile templates, and Logical Enclosures. The HPE OneView Management Pack

Overview

for SCOM includes server health monitoring to support ProLiant BL/DL servers (G6 to Gen9), as well as support for drivers and firmware from SPP 2015.09.

HPE Operations Analytics for HPE OneView provides 'Big Data' analytics for IT operations using HPE OneView Advanced.



HPE OneView QuickSpecs

Models

HPE OneView

HPE OneView Advanced with iLO Advanced

licenses

Advanced standalone HPE OneView incl 3yr 24x7 Supp Phys 1 Svr Lic E5Y34A HPE OneView incl 3vr 24x7 Supp Flex Qtv E-LTU E5Y35AAE HPE OneView incl 3yr 24x7 Supp Track 1 Svr Lic E5Y36A HPE OneView Media Kit Phys No Lic E5Y37A

> NOTE: Server provisioning (via 'HPE Insight Control server provisioning') is licensed as part of HPE OneView Advanced and provides multi-server OS and driver provisioning. Media kit #BD883A can be ordered for a physical copy of this software (USB flash drive).

NOTE: Full licenses of HPE OneView Advanced also provide the right-to-use HPE Insight Control without additional charge.

NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded at: http://www.hp.com/go/oneview/download NOTE: Electronic and Flexible-Quantity licenses can be used to purchase multiple licenses with a single activation key.

NOTE: Tracking licenses may only be purchased by customers that have implemented an Activation Key Agreement (AKA) with HPE.

See http://www.hp.com/go/aka

HPE OneView Advanced HPE OneView Advanced without iLO Advanced

standalone licenses

HPE OneView without iLO incl 3yr 24x7 Supp Phys 1 Svr LTU P8B24A HPE OneView without iLO incl 3yr 24x7 Supp Track1 Svr LTU P8B25A HPE OneView without iLO incl 3yr 24x7 Supp Flex Qty E-LTU P8B26AAE HPE OneView Media Kit Phys No Lic E5Y37A

NOTE: Server provisioning (via 'HPE Insight Control server provisioning') is licensed as part of HPE OneView Advanced and provides multi-server OS and driver provisioning. Media kit #BD883A can be ordered for a physical copy of this software (USB flash drive).

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NOTE: Tracking licenses may only be purchased by customers that have implemented an Activation Key Agreement (AKA) with HPE.

See http://www.hp.com/go/aka

HPE OneView Advanced HPE OneView Advanced with iLO Advanced

licenses for bundling with ProLiant DL servers

(Server hardware required on same purchase order)

NOTE: The following HPE OneView part numbers can only be used when ordered on the same order as a supported ProLiant DL server.

HPE OneView for ProLiant DL Server incl 3yr 24x7 Supp FIO Bundle Physical 1 Svr Lic HPE OneView for ProLiant DL Server incl 3yr 24x7 Supp Bundle Track 1 Svr Lic

F5Y43A E5Y44A

HPE OneView QuickSpecs

Models

NOTE: Server provisioning (via 'HPE Insight Control server provisioning') is licensed as part of HPE OneView Advanced and provides multi-server OS and driver provisioning. Media kit #BD883A can be ordered for a physical copy of this software (USB flash drive).

NOTE: Full licenses of HPE OneView Advanced also provide the right-to-use HPE Insight Control without additional charge.

NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded at: http://www.hp.com/go/oneview/download NOTE: Tracking licenses may only be purchased by customers that have implemented an Activation Key Agreement (AKA) with HPE.

See http://www.hp.com/go/aka

HPE OneView bundling with **ProLiant BL server**

blades

HPE OneView Advanced with iLO Advanced

Advanced licenses for (Server hardware required on same purchase order)

NOTE: The following HPE OneView part numbers can only be used when ordered on the same order as a supported ProLiant BL server blade.

HPE OneView for Blade Server incl 3yr 24x7 Supp FIO Bundle Physical 1 Svr Lic HPE OneView for Blade Server incl 3yr 24x7 Supp Bundle Track 1 Svr Lic

NOTE: Server provisioning (via 'HPE Insight Control server provisioning') is licensed as part of HPE OneView Advanced and provides multi-server OS and driver provisioning. Media kit #BD883A can be ordered for a physical copy of this software (USB flash drive).

NOTE: Full licenses of HPE OneView Advanced also provide the right-to-use HPE Insight Control without additional charge.

NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded at: http://www.hp.com/go/oneview/download

NOTE: Tracking licenses may only be purchased by customers that have implemented an Activation Key Agreement (AKA) with HPE.

See http://www.hp.com/go/aka

HPE OneView Advanced HPE OneView Advanced without iLO Advanced

licenses for bundling blades or ProLiant DL

servers

(Server hardware required on same purchase order)

with ProLiant BL server NOTE: The following HPE OneView part numbers can only be used when ordered on the same order as a supported ProLiant BL server blade, or as a supported DL ProLiant server.

HPE OneView for Server without iLO including 3yr 24x7 FIO Bundle 1 Server LTU

NOTE: Server provisioning (via 'HPE Insight Control server provisioning') is licensed as part of HPE OneView Advanced and provides multi-server OS and driver provisioning. Media kit #BD883A can be ordered for a physical copy of this software (USB flash drive).

NOTE: Full licenses of HPE OneView Advanced also provide the right-to-use HPE Insight Control without additional charge.

NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded at: http://www.hp.com/go/oneview/download

licenses for bundling with (c7000 enclosure required on same purchase order)

BladeSystem enclosures NOTE: The following HPE OneView part numbers can only be used when ordered on the same order as a BladeSystem c7000 enclosure.

P8B31A

F6Q89A

F6Q90A

HPE OneView Advanced HPE OneView Advanced with iLO Advanced

Models

HPE OneView incl 3yr 24x7 Supp Enclosure FIO Bundle Phys 16 Syr Lic HPE OneView incl 3yr 24x7 Supp Enclosure Bundle Track 16 Svr Lic

E5Y41A E5Y42A

NOTE: Server provisioning (via 'HPE Insight Control server provisioning') is licensed as part of HPE OneView Advanced and provides multi-server OS and driver provisioning. Media kit #BD883A can be ordered for a physical copy of this software (USB flash drive).

NOTE: Full licenses of HPE OneView Advanced also provide the right-to-use HPE Insight Control without additional charge.

NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded

at: http://www.hp.com/go/oneview/download

NOTE: Tracking licenses may only be purchased by customers that have implemented an Activation Key Agreement (AKA) with HPE.

See http://www.hp.com/go/aka

enclosure bundled with licenses

HPE BladeSystem c7000 HPE BLc7000 Platinum Enclosure with 1 Phase 6 Pwr Supplies 10 Fans ROHS 16 OneView Licenses

763850-B21

HPE OneView Advanced NOTE: Server provisioning (via 'HPE Insight Control server provisioning') is licensed as part of HPE OneView Advanced and provides multi-server OS and driver provisioning. Media kit #BD883A can be ordered for a physical copy of this software (USB flash drive).

> NOTE: Full licenses of HPE OneView Advanced also provide the right-to-use HPE Insight Control without additional charge.

> NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded

at: http://www.hp.com/go/oneview/download

HPE ProLiant Rack servers bundled with licenses

HPE DL580 Gen9 E7-8893v3 4P 256GB Svr 793314-B21 HPE DL580 Gen9 E7-8890v3 4P 256GB Svr 793312-B21 HPE OneView Advanced HPE DL580 Gen9 E7-4850v3 4P 128GB Svr 793310-B21 HPE DL560 Gen9 E5-4640v3 128GB 4P Adv WW 741066-B21 HPE DL380 Gen9 E5-2690v3 32G OV Perf2 Svr 803861-B21 HPE DL360 Gen9 E5-2670v3 OneView Svr 795236-B21

> NOTE: Server provisioning (via 'HPE Insight Control server provisioning') is licensed as part of HPE OneView Advanced and provides multi-server OS and driver provisioning. Media kit #BD883A can be ordered for a physical copy of this software (USB flash drive).

> NOTE: Full licenses of HPE OneView Advanced also provide the right-to-use HPE Insight Control without additional charge.

NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded at: http://www.hp.com/go/oneview/download NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded at: http://www.hp.com/go/oneview/download

HPE OneView Advanced upgrade licenses

HPE OneView Advanced upgrade licenses from iLO Advanced, Insight Control, or

VCEM

NOTE: For use in environments where iLO Advanced, Insight Control, or Virtual

Models

	Connect Enterprise Manager (VCEM) is already licensed. Upgrades do not include iLO Advanced licenses. HPE OneView Upgrade from Insight Management incl 3yr 24x7 Supp Physical 1 Svr Lic HPE OneView Upgrade from Insight Management incl 3yr 24x7 Supp Flex Qty E-LTU NOTE: Licenses ship without media. The HPE OneView Media Kit can be ordered separately, or can be downloaded at: http://www.hp.com/go/oneview/download NOTE: Electronic and Flexible-Quantity licenses can be used to purchase multiple licenses with a single activation key.	F6Q91A E5Y45AAE
HPE OneView Standard support license	HPE OneView Standard 1yr 9x5 Support Flex Quantity E-RTU NOTE: HPE OneView Standard can be downloaded without additional charge at http://www.hp.com/go/oneview/download . NOTE: Electronic and Flexible-Quantity licenses can be used to purchase multiple licenses with a single activation key.	K6F98AAE
Software Options for HPE OneView Adva	Pr HPE Operations Analytics for HPE OneView LTU Inced HPE Operations Analytics for HPE OneView E-LTU NOTE: For use in environments where HPE OneView Advanced is licensed and deployed. HPE Virtualization Performance Viewer for HPE OneView LTU HPE Virtualization Performance Viewer for HPE OneView E-LTU NOTE: For use in environments where HPE OneView Advanced is licensed and deployed.	K8G29A K8G29AAE M5R19A M5R19AAE

HP OneView SKUs commonly ordered for worldwide use

Product Offering and License Type	Off-the-she	lf Software	Factory-Integrate when ordered with	
	1-ücense	Flex-Quantity	SW for BL/DL Server (1-lic)	SW for c7000 (16-lic)
HP OneView Advanced (with H	P iLO Advanced)			
SW for new BladeSystem c7000 sale				E5Y41A
SW for new ProLiant BL server sale			F6Q89A	
SW for new ProLiant DL server sale			E5Y43A	
Standalone Software	E5Y34A	E5Y35AAE		
Upgrades to HP OneView Adva	nced			
HP OneView Advanced Upgrade**	F6Q91A	E5Y45AAE		
HP OneView Standard				
HP OneView Standard	No charge for use; just set	up the HP OneView mana	agement appliance. Annual supp	ort optional (K6F98AAE).

NOTE: All HP OneView Advanced SKUs include 3-years of Technical Support and Software Updates (TS&U).

NOTE: Full HP OneView Advanced SKUs include HP iLO Advanced and 'integrated licensing' rights-to-use HP Insight Control.

** Upgrades ship without HP iLO Advanced and without 'integrated licensing' rights-to-use to HP Insight Control



Standard Features

Modern Architecture

HPE OneView is a lifecycle management platform for the converged infrastructure. It manages the physical infrastructure needed to support virtualization, cloud computing, and mixed computing environments. Use it to deploy, manage, troubleshoot, and maintain your converged infrastructure.

One Model, One Data, One View

HPE OneView is a **resource-oriented solution** focused on the entire hardware lifecycle — from initial configuration to on-going monitoring and maintenance of both logical resources (like server profiles, networks, connections) and physical resources (like servers, interconnects, enclosures). Labels can be applied to resources to rapidly search, filter, and invoke operations. And operations can be performed on resources in bulk for productivity (like to power-on servers or update enclosure configurations).

This advanced architecture connects the resources with a **common representation of the servers, networks, and storage** for the converged infrastructure. This powerful domain-specific representation of resources also models their associations and interdependencies, which enables each area to contribute to the 'one view' of the converged infrastructure. Thee architecture also incorporates **separation of management and data backplanes**, which isolates and offloads management traffic from production networks and can be particularly critical in stopping denial-of-services (DoS) attacks.

Converged Platform

HPE OneView radically simplifies everyday **management of server, storage, and network resources**. The single, integrated platform in HPE OneView increases the productivity of every member of the IT team by providing a unified user experience - facilitating collaboration, removing friction, and accelerating time to value. When performing an action, you have **one tool for all tasks** with **one operating model** that provides a consistent way of viewing your resources and results.

Administrators responsible for different areas (like servers, storage, networks, virtualization) are empowered with appropriate access to authorized resources using the same tool. This allows them to collaborate and make authorized decisions without stepping on another's responsibilities. For example, virtualization administrators can automate control of HPE compute, storage, and networking resources without a detailed knowledge of each device. **True convergence gives real productivity.**

Software-defined Approaches

Software-defined approaches to converged management in HPE OneView enable you to **capture** and **standardize your best practices** from your IT team. These approaches leverage the best expertise of your organization and still allow for customization so that you maintain ultimate control.

- Profiles capture the entire configuration for a resource into a single place for easy
 management. For example, server profiles define the critical characteristics of your server.
- Server profile templates provide a new powerful way to update and maintain your existing infrastructure. HPE OneView simplifies one to many update & management of server profiles with templates. This feature adds inheritance to HPOV templates

Standard Features

where BIOS settings, firmware & driver updates can be made in the template and then propagated out to the profiles created from that template.

- Groups are the recipes for building your specific environment (such as a database server). Your own experts specify the capabilities and constraints to guarantee that your best practices are built into your environment. Groups decouple and abstract resources to eliminate process steps, for example, by enabling delivery from your experts to lower-level administrators without excessive communications. And groups are designed to work with all your important tasks in HPE OneView.
- Sets allow you to designate collections of resource groups by a single name (like 'network sets' that use a single name for several Ethernet links). Sets provide easy re-use and assignments that scale.

Software-defined infrastructure – like Profiles, Groups, and Sets – require the purchase of HPE OneView Advanced licenses. These software-defined approaches help you to specify configurations consistently, provision quickly, simplify changes, and control change management.

Open Integration and Enterprise Solutions

HPE OneView is designed with open integration to allow you easy **access to the full power of the management architecture** via the Representational State Transfer (REST) API and State-Change Message Bus. Python and PowerShell scripts are freely available to help you **automate, integrate, and customize using the REST API**.

Enterprise integrations from software partners use the REST API to control and automate the HPE OneView physical infrastructure from their own management consoles. Available solutions include: VMware vCenter Server, VMware Operations Manager, VMware Log Insight, Microsoft System Center, Red Hat Enterprise Virtualization, and HPE Operations Analytics for HPE OneView.

The consistent APIs, data model, and message bus in HPE OneView is architected to replace the 'eclectic conglomeration' of traditional system approaches with a true converged management approach. HPE OneView has the modern architecture to get you to the 'IT as a Service' in your future.

User Experience

A unified user experience is provided in HPE OneView to simplify everyday tasks and processes. Converged management provides you with a variety of powerful, easy-to-use tools in a single interface that's designed for the way you think and work:

- **Map View** allows you to visualize the relationships between your devices, up to the highest levels of your datacenter infrastructure.
- **Dashboard** provides capacity and health information at your fingertips. Custom views of alerts, health, and configuration information can also be displayed for detailed scrutiny.
- **Smart Search** instantly gets you the information you want for increased productivity, with search support for all the elements in your inventory (for example, to search for alerts).
- Activity View allows you to display and filter all system tasks and alerts..
- Mobile access using a scalable, modern user interface based on HTML5.

Standard Features

Dynamic collaboration among experts replaces static and manual use of whiteboards, sticky notes, emails, and spreadsheets. The single integrated platform provides 'one view' across the converged infrastructure, enabling collaboration through real-time, context-sensitive information sharing.

Management appliance

The HPE OneView management appliance is the **lifecycle management** tool that provisions, monitors, updates, and repairs your infrastructure. It is delivered as a virtual appliance running in a VMware ESXi or Microsoft Hyper-V virtual machine. The appliance is 'OS-agnostic' ---- for example, it can manage servers running both Windows and Linux operating systems. Appliance upgrade support is also provided to help existing users to move to the current version of HPE OneView.

HPE OneView provides a **secure platform for data center management.** Key security characteristics of the architecture provide a holistic basis for security:

- Separation of the data and management planes is critical to avoid takeover in Denial of Service (DoS) attacks.
- Use of groups incorporates and institutionalizes best security practices for compliance.
- Provisioning control assures standardization in mass deployments.
- Deployed via a hardened appliance platform.

Industry-standard enterprise Directory Services are utilized to confirm user identification and to control access to compute resources. This allows one administrator to quickly set up authentication and authorization for each user, as appropriate to their responsibilities and organizational associations, for specific categories of compute resources.

Role-based access control (RBAC) restricts system access to authorized users.

Single-sign-on (SSO) to iLO and Onboard Administrator is provided in HPE OneView. All user actions are logged in an audit log. Options for LDAP/AD-based directory services authentication and authorization are also supported.

The HPE OneView **management appliance is security-hardened** with limited open ports, limited access to the command prompt, and a restricted "kiosk" graphical user interface (which prevents access to the underlying operating system and other software). Sensitive data on the appliance is encrypted and data downloaded from the appliance is encrypted by default (e.g. support dumps, backup files).

Appliance backups for the HPE OneView management appliance utilize a specific user role which does not permit access to other resource views and tasks. Backup files are encrypted and contain configuration settings and management data. There is no need to create separate backup files for the appliance and its database files. Backups can be created while the HPE OneView appliance is online, and the backup process can be scheduled from outside the management appliance with file collection set according to your site's policies.

Licenses

The HPE OneView management appliance controls licenses. The same management appliance can be used for both HPE OneView Advanced licenses and for HPE OneView Standard. This choice is made by the user when they initially add their system to the HPE OneView management appliance.

 HPE OneView Advanced provides full-featured licenses which can be purchased for managing Gen8 and Gen9 servers. All HPE OneView Advanced versions are licensed 'per

HPE OneView QuickSpecs

Standard Features

physical server.' These licenses include three years of 24x7 Technical Support and Updates (TS&U) with web-based training (WBT) to build basic product proficiency. Full HPE OneView Advanced licenses also provide 'integrated licensing' rights-to-use HPE Insight Control at no additional charge. Trial versions of HPE OneView Advanced can be used for 60-days without charge...

HPE OneView Standard can be used for inventory, health monitoring, alerting, and reporting without additional fees. HPE OneView Standard can monitor G6, G7, Gen8, and Gen9 servers. The user interface is similar to the HPE OneView Advanced version, but the software-defined functionality is not available. An annual 9x5 support offering is available for additional fee.

HPE OneView Advanced licenses are available in a variety of types to meet different user needs:

- **Standalone licenses** can be ordered by the customer without any other restrictions. Customers will receive a license entitlement certificate, which must be redeemed online to obtain the license activation key, and then the key input into the management appliance.
- Factory integrated licenses are purchased with HPE ProLiant servers and HPE BladeSystems and provide a 'Connect and Go' user experience. License keys are preloaded on the systems and are immediately managed by the HPE OneView management appliance when connected.
- **Tracking licenses** provide customer-specific, pay-as-you-go enterprise licensing. Tracking licenses require customer pre-approval of an Activation Key Agreement (AKA) contract. For more information, see http://www.hp.com/go/AKA.
- **Upgrade licenses** are available to transition from HPE Integrated Lights-Out (iLO) Advanced, HPE Insight Control, or HPE Virtual Connect Enterprise Manager (VCEM).

NOTE: Upgrades do not provide HPE iLO Advanced licenses or 'integrated licensing' rights-to-use HPE Insight Control.

Trial software versions The HPE OneView management appliance controls the licenses, and it can be obtained in two ways:

- (1) Software download (OVA) from HPE Software Depot (http://www.hp.com/go/oneview/download), or
- (2) **Purchase** of the HPE OneView Media Kit (contains a USB flash drive).

HPE OneView Advanced management software licenses can be used for 60-days without charge.

HPE OneView Standard management software can be used without charge.

Automated Storage Provisioning

HPE OneView provides automated, policy-driven provisioning of storage resources. It is fully integrated with server profiles so that you can manage your new or existing HPE 3PAR storage infrastructure. The software-defined nature of HPE OneView enables you to:

- View and manage your storage system and storage pools,
- Add existing volumes and create new volumes, and
- Create volume templates to provision multiple volumes with the same configuration.

Standard Features

Automate zoning Fiber Channel SANs and attaching storage to server profiles.

Switched fabric, Direct Attach (FlatSAN), **and VSAN SAN topologies** are supported to provide dynamic connectivity between HPE OneView managed servers and HPE 3PAR StoreServ Storage Systems. HPE OneView discovers the SAN paths and provides connectivity services for the following infrastructures:

- HPE 3PAR StoreServ Storage systems connected directly to an enclosure via Fiber Channel.
- HPE 3PAR StoreServ Storage Systems connected to an HPE B-series Fiber Channel SAN configurations (SANs - managed through the HPE B-Series SAN Network Advisor software).
- HPE 3PAR StoreServ Storage Systems connected to a Brocade Fiber Channel SAN configurations (SANs - managed through Brocade Network Advisor (BNA) software).

Automatic SAN zoning

You can also add Storage Area Network (SAN) managers to bring their managed SANs under management of the appliance. Managed SANs can be associated with Fiber Channel networks on the appliance to enable automated zoning and automatic detection of Fiber Channel connectivity. HPE OneView automatically configures SAN zoning through server profile volume attachments.

Storage integration through server profiles

Storage integration with server profiles saves you time and makes you more productive. You can attach private or shared storage volumes to HPE OneView server profiles to enable automated boot target configuration and to move Direct Attach (FlatSAN) profiles across enclosures.

Storage monitoring, connectivity, and synchronization

HPE OneView monitors storage systems and issues alerts when there is a change in health or connectivity status of storage systems. Storage systems are also monitored to ensure that they are synchronized with changes to hardware and configuration settings. Should the appliance lose connectivity with a storage system, an alert is displayed until connectivity is restored. Storage topology is also available in Map View.

See the **HPE OneView Support Matrix** for a list of supported storage systems.

Network management

Network management using HPE Virtual Connect

HPE Virtual Connect provides **wire-once, change-ready environment** to make it easy for administrators to manage their dynamic network environment at the server edge. HPE OneView Advanced simplifies the deployment of various Virtual Connect environments: single enclosure, racks of enclosures in a single data center, and across data centers.

Standard Features

The software-defined nature of HPE OneView Advanced extends HPE Virtual Connect features using Profiles, Logical Interconnect Groups, and Network Sets to simplify management and capture best practices:

- Profiles enable servers that are licensed using HPE OneView Advanced to configure the Virtual Connect capabilities and support dynamic network changes. Virtual Connect administrators can change pre-existing connection networks and connection bandwidth without powering down blade servers.
- Logical Interconnect Groups are created for configuring the Virtual Connect module with its
 uplinks and associated networks, enabling efficient application to multiple Virtual Connect
 environments.
- **Network Sets** are used to easily update multiple networks in various profiles from a single location, rather than updating each network separately. Network sets are useful in virtual environments where each profile connection needs to access multiple networks.

Fibre Channel support in HPE Virtual Connect includes the HPE Virtual Connect 8Gb 24-Port Fibre Channel Module and HPE Virtual Connect 8Gb 20-Port Fibre Channel Module, and FlexFabric supports the next-generation HPE Virtual Connect FlexFabric-20/40 F8 Module.

Active-Active configuration support for Virtual Connect allows full use of all uplink ports in an uplink set, reduces the oversubscription rates for server-to-network-core traffic for more predictable traffic patterns, and provides faster link failure detection and failover times. Optimized for North/South traffic patterns, the Active/Active configuration support can be combined with the SmartLink to allow NIC teaming drivers to transmit on both adapter ports and maintain redundancy.

Advanced capabilities support untagged traffic, VLAN tunneling, and configurable Link Aggregation Control Protocol (LACP) timers, min/max bandwidth settings on connections, visibility to MAC address tables, 'per FlexNIC' traffic statistics and performance monitoring, and enhanced detection-protection-reporting of Pause Flood and Network Loops.

General network management

HPE OneView Advanced also provides network capabilities for HPE BladeSystems which do not use HPE Virtual Connect for networking. The 'Networking' section of the HPE OneView Advanced main menu has added a 'New Switches' resource to assist in these efforts. The following switches can be monitored: the Cisco Nexus 5548 switch, the Cisco Nexus 5596 switch, and the Cisco Nexus 6001 switch.

The Cisco Fabric Extender for HPE BladeSystem modules (also known as the B22HP interconnect module, or FEX) is modeled as part of the logical interconnects and logical interconnect groups. The power state of the FEX is also monitored, and inventory and FRU data is shown for the FEX and the Cisco Nexus 5000 series switches. HPE OneView also supports monitoring of networks provisioned to FEX, FEX port enable/disable.

Map View in HPE OneView Advanced shows relationships between the FEX and the parent top-of-rack Cisco Nexus 5000 or 6000 series switches. Other capabilities, like the bulk creation of Ethernet networks via the user interface and REST API, can provide additional productivity for users.

See the **HPE OneView Support Matrix** for specific Virtual Connect and network hardware requirements.

Standard Features

System health

Efficient data views and effective control enable you to respond to issues for managing the health of HPE ProLiant servers. Both HPE OneView Standard and HPE OneView Advanced simplify monitoring by providing a streamlined, modern alert management architecture. When managed resources are added to the appliance, they are **automatically set up for monitoring**, including the automatic registration of SNMP traps and scheduling of health data collection. HPE ProLiant Gen8 and Gen9 servers are monitored immediately without requiring you to invoke additional configuration or discovery steps.

All monitoring and management of data center devices is **agentless and out-of-band** for increased security and reliability. No OS software is required, no open SNMP ports on the host OS are required (for Gen8 and Gen9), and zero downtime updates can be performed for these embedded agents. HPE ProLiant Gen8 and Gen9 servers support agentless monitoring via iLO. HPE OneView uses SNMP in a 'read-only' mode (gets and traps, but not sets) to the iLO only – not to the host OS. HPE ProLiant G6 and G7 servers require host OS SNMP agents.

HPE OneView Standard and HPE OneView Advanced both provide **proactive alert notifications** via email (instead of using SNMP trap forwarding) **and automated alert forwarding**. You can view all alerts, filter your alerts, and search your alerts using HPE Smart Search. Alerts can be assigned to specific users and annotated with notes from administrators. Notifications or traps can be automatically forwarded to enterprise monitoring consoles or to centralized SNMP trap collectors.

Customized dashboard capability allows you to select and display important inventory, health, or configuration information and to define custom queries for new dashboard displays. The single user interface provides additional summary views of firmware revisions and of the hardware inventory for servers, storage, and networks. Other data and inventory elements are visible through the user interface and REST API, and can be found using HPE Smart Search.

Firmware updates and Configuration change management

HPE OneView Advanced leverages and extends the HPE Smart Update portfolio of HPE Service Pack for ProLiant (SPP) and HPE Smart Update Manager (HPE SUM) for breakthrough system maintenance at the scale of your data center. HPE SPP and HPE SUM provide capabilities to systematically update HPE ProLiant servers and blade infrastructures with one-click simplicity. HPE OneView Advanced extends these capabilities with software-defined approaches and with firmware baselines for efficient, reliable, non-disruptive, and simple firmware management across the data center.

The firmware repository in HPE OneView Advanced allows you to manage multiple versions of HPE Service Pack for ProLiant (SPP). An SPP is a comprehensive collection of firmware and system software components (including drivers, agents, utilities, firmware packages for HPE ProLiant servers, controllers, storage, blades, enclosures, and other options). **SPP collections are all tested together as a single solution stack.** HPE OneView Advanced deploys the SPP across your environment according to your business practices and provides automatic firmware updates for a variety of uses:

- Identify firmware compatibility issues.
- Set a firmware baseline on devices to establish a desired firmware state.
- Add devices while performing minimum required firmware checks and highlighting out-ofcompliance devices for updates with the selected firmware baseline.
- Update firmware for an entire enclosure, or individually for components.
- Apply firmware baselines to servers as a part of the server profile, while maintaining flexibility for specific servers to differ from an enclosure's baseline.

Standard Features

Firmware updates in HPE OneView Advanced are driven by server profiles using HPE Smart Update Manager (HPE SUM) for efficiency at scale. **Firmware update operations do not impact your production LAN** in any way because they are performed entirely via the management LAN. These same processes can be used to simplify configuration change management across your data center.

Reports

Standardized reports are available to users of both HPE OneView Standard and HPE OneView Advanced. A pre-defined list of reports is available from the user interface or through the REST API. These reports can be exported to CSV or Microsoft Excel files or printed as PDF files. Pre-defined reports include:

- Alerts Report
- Users Report
- Server Inventory
- Server Firmware Inventory
- Server Profiles Inventory
- Enclosure Bay Inventory
- Enclosure Inventory
- Interconnect Inventory

Reports are based on HPE OneView inventory, configuration, and health status information. Additional data and information can be obtained for custom reporting by querying the REST API.

Server Provisioning

HPE OneView Advanced provides the right-to-use a complete provisioning solution for Hewlett Packard Enterprise servers.

This virtual appliance solution can be used to install and configure HPE ProLiant servers using resources such as OS Build Plans and scripts to run deployment jobs. Server provisioning features allow you to:

- Install Windows, Linux, and ESXi on HPE ProLiant servers.
- Deploy operating systems to Virtual Machines (VMs).
- Update drivers, utilities, and firmware on HPE ProLiant servers using the HPE SPPs.
- **Configure** HPE ProLiant system hardware, iLOs, BIOS, HPE Smart Array, and Fibre Channel HBA.
- Deploy to target HPE ProLiant Gen8 and Gen9 servers without using PXE (leveraging HPE Intelligent Provisioning), and with additional support for ProLiant G7 and G6 servers.
- Run deployment jobs on multiple servers simultaneously.
- Customize your HPE ProLiant deployments via an easy-to-use browser-based interface.
- Create and run customized Build Plans to perform additional configuration tasks either before or after OS deployment.
- Use REST API calls to perform all of the functions available from the user interface.

Standard Features

Remote management (HPE iLO Advanced)

HPE OneView Advanced licenses <u>iLO Advanced</u>, HPE's comprehensive lights-out remote management solution for ProLiant servers. Numerous key features help to solve complex IT problems, including:

- Remote access to server power control and event logs.
- **Graphical Remote Console** turns a supported browser into a virtual desktop, giving the user full control over the display, keyboard, and mouse of the host server. The OS-independent console displays remote host server activities (like shutdown/startup operations) and can be launched from the HPE OneView server profile page.
- Shared console and Console replay allows up to six team members to view and share control of a single virtual KVM session, while capturing and saving screen video for later review
- **USB-based Virtual Media** allows an IT administrator to boot the remote server from the client machine (or anywhere on the client's network), and execute functions remotely.
- Integration with Microsoft Terminal Services provides a graphical remote console when the OS is fully-loaded/available on the host system -- and a secure, hardware-based Lights-Out console for remote access to the host server when the OS is not operational.
- Serial record and play back saves the text-based output data for later access and play back.
- Remote System logs record everything being done for later troubleshooting or records.

Environmental management

HPE OneView Advanced integrates resources to provide you with a **power monitoring and energy management** solution that is designed to scale to the level of your datacenter. Centralized monitoring of datacenter power consumption and thermal output is complemented with energy instrumentation connected into HPE iLO capabilities, allowing compatibility with any operating system residing on the managed server.

HPE OneView Advanced integrates three critical areas for environmental management of the data center: thermal data visualization, power delivery infrastructure representation, and physical asset location in 3D. These key areas are captured in the following environmental management features:

- 3D data center thermal mapping allows you to view the thermal status of your entire data
 center at a glance. Thermal data is collected from the managed resources in each data center
 rack and is presented graphically, allowing easy identification of hot spots in a particular rack.
- Power Discovery Services enable automatic discovery and visualization of power delivery topology for your data center. The Hewlett Packard Enterprise Intelligent Power Distribution Units (iPDUs) and Platinum level power supplies enable automatic rack power topology mapping in HPE OneView, which can automatically detect wiring errors (like lack of redundancy) and can automatically update electrical inventory when new servers are installed. HPE OneView also supports per-outlet power control for remote power cycling of each iPDU outlet. (Devices not supporting Power Discovery Services can manually define their power requirements and power topology.)
- Location Discovery Services enable HPE OneView Advanced to automatically know and
 display the exact 3D location of Gen8 and Gen9 servers within HPE Intelligent Series Racks.
 This reduces labor time, lowers operational costs, and eliminates human errors associated with
 inventory and asset management. (Racks and devices that do not support Location Discovery
 Services can have their position manually input in the rack/device of the data center.)
- Utilization dashboards display key CPU/power/thermal information for the selected server, enclosure, or iPDU. Historical utilization graphs with up to three years of data (depending on storage limitations) help identify poor-performing servers and improve power utilization.

Standard Features

Visualization of CPU, power, and thermal data for servers may be viewed and managed.

The environmental management in HPE OneView Advanced can help you save on your operating expenses (OpEx), and it can even extend data center capacity to avoid additional capital expenses (CapEx). It provides performance when you need it, and cost savings when you don't.

Open Integration

Open integration gives you access to the full power of the management architecture, assuming appropriate permissions, via the REpresentational State Transfer (REST) API and State-Change Message Bus. You can integrate, automate, and customize this management engine to access information or to control activities using the REST API. With HPE OneView integrations you might:

- Create an intelligent automation hub to orchestrate operations.
- Automate standard work flows, troubleshooting steps, and integrations (such as for configuration management databases, also known as CMDB).
- Connect to Service Desks.
- Monitor resources, collect data, map/model systems, and export data to custom formats.
- Attach custom databases, data warehouses, or 3rd party business intelligence tools.
- Integrate in-house user customizations.

HPE OneView couples a unique State-change Message Bus with REST APIs to provide automation and a closed-loop method of ensuring compliance. Intelligent change monitoring via the message bus allows automation to be closed-looped. This interface notifies custom scripts and integrations of all changes to managed resources (both logical and physical resources) via asynchronous messaging without having to continuously poll for status. The message bus returns commands in 500 milliseconds to give you fast response for your custom integration of applications, processes, and devices.

Python and PowerShell scripts are freely available to assist your custom integrations using the REST API. See the **HPE OneView technical documentation** and the **HPE OneView Community forum**.

VMware vCenter Server, HPE OneView for VMware vCenter, the rebranded 'HPE Insight Control for VMware vCenter' solution, Log Insight

(integrations)

Operations Manager, and seamlessly integrates the manageability features of HPE ProLiant, BladeSystem, Virtual Connect, and Storage with VMware solutions. Gain deep control of your virtualized HPE Converged Infrastructure environment— reducing the time it takes to make important changes, increase capacity, or manage planned and unplanned downtime. When used with the automation power of HPE OneView, best practices for a Converged Infrastructure can be defined once and reused many times to provision an entire cluster with compute and storage fully configured in five easy steps.

> New integrations for VMware vCenter Operations Manager and VMware vCenter Log Insight are also available that deliver powerful analytics and deeper troubleshooting tools to your VMware administrators.

Seamlessly integrate HPE's Converged Management with VMware management solutions

- Simplify administration with VMware console access to HPE's infrastructure management.
- Reduce by automating responses to hardware events.
- Take control by launching your trusted HPE management tools.
- Proactively manage changes with detailed relationship dashboards.
- Leverage on-demand server and storage capacity.
- Maintain stability and reliability with online firmware inventory and deployment.

Standard Features

Leverage deep analytics and troubleshooting using integrations with VMware vCenter Operations Manager and Log Insight.

Extensions for VMware vCenter are licensed for use with both HPE OneView and HPE Insight Control. While only one of these two licenses is required on any given host, the advanced provisioning features are only available with HPE OneView licensed hosts. VMware Operations Manager and VMware Log Insight integrations are licensed with HPE OneView only. To download,

visit: http://www.hp.com/go/ovvcenter

This integration enables you to provision, modify, and recover complex infrastructure -- both virtual and physical together -- from your preferred management console.

NOTE: VMware vCenter Server must be purchased separately and is not included with HPE OneView.

(integration)

Microsoft System Center HPE OneView integrates with Microsoft System Center Server to deliver powerful Hewlett Packard Enterprise hardware management capabilities directly from System Center consoles for comprehensive system health and alerting, driver and firmware updates, OS deployment, detailed inventory, and HPE fabric visualization.

> **HPE OneView for Microsoft System Center Server** provides the following capabilities from the Microsoft System Center consoles:

System Center Virtual Machine Manager (SCVMM)

- Integrated Fabric Management/Storage Add-in automates HPE Storage management and provides an integrated view of VMs and associated storage resources.
- Enhanced provisioning uses HPE OneView profiles to create or grow a Microsoft Hyper-V cluster consistently and reliably.
- Visually trace and monitor your infrastructure network end-to-end, from the host to the individual network modules.
- Facilitate consistency and improve uptime with simplified driver and firmware updates via a rotating, automated workflow for Microsoft Hyper-V clusters.

System Center Operations Manager (SCOM)

- Proactively monitor and manage hardware health on servers running Windows and Linux, as well as BladeSystem enclosures and HPE Virtual Connect. A consolidated health view reflects the HPE OneView model, showing relationships between managed devices, including 3PAR
- Includes HPE Storage Management Pack for SCOM, which enables HPE Storage monitoring and management for events/alerts, capacity and health dashboards, and detailed virtual infrastructure.
- Manage the health of HPE ProLiant Gen8 and Gen9 servers without the need for loading OSbased SNMP agents or WBEM providers.
- Launch HPE remote management tools (such as iLO, OA, VCM, and HPE OneView) directly from the SCOM console.

System Center Configuration Manager (SCCM)

Standard Features

 Provides quick and reliable Windows deployment to bare metal Hewlett Packard Enterprise servers.

- Ensures consistency and maximize uptime with simplified Windows driver and firmware.
- Provides detailed component level inventory of every managed HPE Windows server.

Extensions for Microsoft System Center are delivered via 'HPE OneView for Microsoft System Center' and can be downloaded at http://www.hp.com/go/ovsc.

This integration enables you to provision, modify, and recover complex infrastructure -- both virtual and physical together -- from your preferred management console.

NOTE: Microsoft System Center must be purchased separately and is not included with HPE OneView.

Red Hat Enterprise Virtualization (integration)

The HPE OneView integration for Red Hat Enterprise Virtualization (RHEV) is a user interface plug-in that seamlessly integrates the manageability features of HPE ProLiant, HPE BladeSystem, and HPE Virtual Connect within the RHEV management console. Shifting from one management tool to another, each with a partial view of available data, is both time consuming and complex. Administrators gain insight and control of their Hewlett Packard Enterprise infrastructure while supporting their Red Hat virtualized environment from a single screen. This reduces the time to make important changes and to manage downtime.

HPE OneView for Red Hat Enterprise Virtualization (RHEV) provides the following capabilities from within the RHEV management console:

- Displays host and infrastructure inventory and health information on a single screen, reducing IT administration time and effort.
- Displays network relationships from the RHEV-defined network to the physical switch.
- Provides single sign-on capability to trusted Hewlett Packard Enterprise infrastructure tools, including Onboard Administrator, iLO, and Virtual Connect.
- Single screen display of host firmware including: System ROM, iLO, Smart Array, Power management controller, Onboard Administrator, & Virtual Connect module.
- Logs events and delivers notifications into a dedicated newsfeed.

The 'HPE OneView for Red Hat Enterprise Virtualization' integration extensions (previously known as 'HPE Insight Control for Red Hat Enterprise Virtualization') can be downloaded at http://www.hp.com/go/ovrhev.

This integration enables you to view both virtual and physical infrastructure together -- from your preferred management console.

NOTE: Red Hat Enterprise Virtualization (RHEV) must be purchased separately and is not included with HPE OneView.

HPE ConvergedSystem 700

HPE ConvergedSystems 700 is a pre-engineered, balanced system that can dramatically simplify your IT environment. It is based on market-leading HPE Converged Infrastructure technology, including HPE BladeSystem servers, HPE 3PAR StoreServ storage, and HPE Networking. The system is easy to

Standard Features

procure, manage, scale, and support. This optimized solution can lower the cost and reduce the risk of virtualization deployments.

HPE OneView integration with VMware vCenter and with VMware Operations Manager in the HPE ConvergedSystems 700 provides administrators with increased visibility and control over performance and capacities, while ensuring service levels and operational efficiency in dynamic virtualized environments. Management from a single-pane-of-glass is complemented by HPE Proactive Care support, resulting in a reliable end-to-end solution.

HPE Operations Analytics for HPE OneView

'HPE Operations Analytics for HPE OneView' provides 'Big Data' analytics for your IT Operations. This HPE OneView solution leverages data from HPE OneView to provide real-time troubleshooting of your converged infrastructure, viewing of the overall health of the data center, and predictions of when infrastructure capacity will be exhausted. This solution spans capabilities from triage and diagnosis, to stakeholder analysis, to decision support.

'HPE Operations Analytics for HPE OneView' is an optional licensed solution for HPE OneView Advanced and requires as an independent purchase. The full power of **HPE Operations Analytics**, which brings tiered applications and virtualization together with physical converged infrastructure, requires a full HPE Operations Analytics license (available from HPE Software).

HPE Virtualization HPE OneView

'HPE Virtualization Performance Viewer for HPE OneView' is cloud-ready, enterprise-class software for Performance Viewer for virtualization management that seamlessly integrates with HPE OneView. Capacity optimization capabilities for physical, virtual, and cloud use are complemented with single-pane-of-glass manageability of the physical infrastructure elements (servers, storage, and networking). Infrastructure sizing recommendations improve efficiency and reduce costs. Your infrastructure administrator can assess the risks of planned or unplanned downtime for a server (or enclosure), rebalance (i.e. flex) clusters, and achieve optimal configurations for the best workload performance.

> 'HPE Virtualization Performance Viewer for HPE OneView' is an optional license for HPE OneView Advanced and requires as an independent purchase. Incremental purchases, outside of HPE OneView, require a full HPE Virtualization Performance Viewer license (available from HPE Software).

HPE Operations Orchestration

HPE Operations Orchestration is an industry-leading IT run-book and process automation solution. It can automate 60% of administrative tasks (like provisioning, configuration, patching, and upgrades) and it provides out-of-box codified best practices to enforce standards and improve agility. Up-to-date compliance information enables remediation. You can also automate across physical and virtual servers to decrease the downtime and risk associated with manually-intensive, error-prone tasks.

The HPE OneView integration helps you to develop, deploy and manage automations with ease. Its comprehensive integration capabilities and content span multiple IT domains to automate your IT tasks, operations, and processes. As part of the HPE Solutions Content Pack for HPE Operations Orchestration 10.0 release, this integration implements a set of workflows that might support HPE OneView for tasks and activities, authentication, storage, and various network types.

Standard Features

HP OneView Features: Standard and Advanced



Features	HP OneView Standard	HP OneView Advanced
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^{*} HP OneView Advanced with HP ILO Advanced

Supported Product

Hardware Support

HPE Server Hardware Platforms

Customers should consult the HPE OneView Support Matrix for specific platform support at http://www.hp.com/go/oneview/docs.

- **HPE OneView Advanced** supports management on:
 - o HPE ProLiant rack servers (Gen8 and Gen9), and
 - o HPE BladeSystem (G7, Gen8, and Gen9) c7000 infrastructure.
- **HPE OneView Standard** supports inventory, health monitoring, alerting, and reporting on:
 - o HPE ProLiant rack servers (G6, G7, Gen8, and Gen9), and
 - o HPE BladeSystem (G6, G7, Gen8, and Gen9) c7000 infrastructure.

Environmental capabilities of HPE OneView require target servers with an embedded power meter. Systems that support this power management can be found in the HPE OneView Support Matrix at: http://www.hp.com/go/oneview/docs

Appliance support and requirements

The HPE OneView management virtual appliance is a free software download at http://www.hp.com/go/oneview/download

NOTE: See the HPE OneView Support Matrix for the most current requirements at http://www.hp.com/go/oneview/docs

VIRTUALIZATION PLATFORMS FOR THE MANAGEMENT APPLIANCE

Microsoft Hyper-V

Hyper-V Server 2012

Hyper-V Server 2012 R2

Windows Server 2012 with the Hyper-V role Windows Server 2012 R2 with the Hyper-V role

VMware ESXi

VMware ESXi 5.0

VMware ESXi 5.0 Update 1 VMware ESXi 5.0 Update 2 VMware ESXi 5.0 Update 3

VMware ESXi 5.1

VMware ESXi 5.1 Update 1 VMware ESXi 5.1 Update 2 VMware ESXi 5.1 Update 3

VMware ESXi 5.5

VMware ESXi 5.5 Update 1 VMware ESXi 5.5 Update 2 VMware ESXi 5.5 Update 3

VMware ESXi 6.0

CLIENT-SIDE SOFTWARE REQUIREMENTS

Mozilla Firefox 40.x

Mozilla Firefox Extended Support Release (ESR) 38.x

Supported Product

Supported Internet browsers

Chrome 44.x

The browsers listed here have been tested and qualified for use with HPE OneView.

Consult the HPE OneView Support Matrix for more detailed

information: http://www.hp.com/go/oneview/docs

NOTE: HPE makes every effort to support newer versions of and updates to supported web browsers. Hewlett Packard Enterprise will endeavor to support the newer browser versions in the next maintenance release or full release of HPE OneView. If you encounter a problem with a newer, untested version of a web browser, submit a report to your authorized HPE support representative. In some cases, the short-term solution might be to revert to an earlier, supported

web browser version

Service and Support, HPE Care Pack, and Warranty Information

Warranty

Hewlett Packard Enterprise will replace defective delivery media for a period of 90 days from the date of purchase. This warranty applies to all HPE OneView products found on the delivery media.

HPE Software Support

Hewlett Packard Enterprise offers a number of additional software support services, many of which are provided to our customers at no additional charge.

Software Technical Support and Update Service

HPE OneView software products include three years of 24x7 HPE Software Technical Support and Update Service. This service provides access to HPE technical resources for assistance in resolving software implementation or operations problems. The service also provides access to software updates and reference manuals in electronic form. With this service, HPE OneView customers will benefit from expedited problem resolution as well as proactive notification and delivery of software updates. For more information, see "Software Services" under "Support Services"

at http://www.hp.com/services/insight

Registration for Software and Technical Support and Update Services

If you received a license entitlement certificate, registration for this service will take place following online redemption of the license certificate/key.

How to Use Your Software Technical Support and Update Service

Once registered, you will receive a service contract in the mail containing the Customer Service phone number and your Service Agreement Identifier (SAID). You will need your SAID when calling for technical support. You can also use your SAID at the HPE Support Center online to view your contract.

Join the Conversation (http://www.hp.com/go/hpsc)

The HPE Support Center is a community-based, user-supported tool for HPE customers to participate in discussions amongst the customer community about Hewlett Packard Enterprise products. For discussions related to HPE OneView software, see "Converged Management" under the "HPE Enterprise Business Community."

Software and Drivers download pages (http://welcome.hp.com/country/us/en/support.htm) provide the latest software and drivers for your ProLiant products.

HPE Service Pack for ProLiant (SPP) (http://www.hp.com/go/spp)

HPE Service Pack for ProLiant (SPP) with **HPE Smart Update Manager (HPE SUM)**, part of the HPE Smart Update portfolio, provide breakthrough system maintenance tools that systematically update HPE ProLiant servers and blade infrastructures with one-click simplicity at the scale of your data center. They simplify and consolidate system software update processes enabling you to update your ProLiant servers faster, with a reduction in downtime due to the online updates process.

- HPE Service Pack for ProLiant (SPP) and HPE Smart Update Manager (HPE SUM) can be downloaded from http://www.hp.com/go/SmartUpdate
- Product Change Notifications (PCNs), Customer Advisories (CAs), and software driver alerts are proactively delivered through Subscriber's Choice
 - at http://www.hp.com/go/myadvisory

Service and Support, HPE Care Pack, and Warranty Information

Contact Support

HPE Worldwide Customer Service contact numbers are available

at http://www.hp.com/country/us/en/wwcontact.html. For U.S. customers, say "HPE OneView" when prompted for the product name.

Online Community Forum

Share your Experience (http://www.hp.com/go/oneviewcommunity)

The HPE OneView community is an online forum for customers and partners to share their experiences and pose questions related to HPE OneView. Community members along with HPE representatives can assist with answering questions.

HPE Education and Training Services

Today's business climate is changing rapidly, with requirements for responsiveness, adaptability, and flexibility that are more important than ever before. The ability of individuals and enterprises to learn and utilize technology is key, as well as the new business models and processes such learning supports. These **knowledgeable people will prove to be your ultimate competitive advantage.** In the end, people are the business, and the business with the best people wins the competitive battle.

Your purchase of HPE OneView Advanced also entitles you access to **web-based training (WBT)** to build basic product proficiency. This training includes an overview of the product, features and benefits, architecture, use cases, and expected future enhancements. Product use is demonstrated and information is provided on where to find additional information and support. To redeem your WBT course, visit http://www.hp.com/learn/OneView/bundle.

The **HPE OneView Administration 3-day course** (Course # H4CO4S) is recommended to equip attendees with the skills and knowledge to use HPE OneView:

- Skills to provision the data center, manage and maintain firmware and configuration changes, monitor the data center, and respond to issues.
- Skills for environment planning, installation, configuration, and management of HPE Converged Infrastructure (CI) components.
- Specific skills include HPE Converged Infrastructure provisioning, firmware management, configuration, connectivity and storage management, environment visualization, alerting, and notification.

Training from Hewlett Packard Enterprise provides knowledge and skill enhancement for the many critical technologies to enable customers to get the most out of their HPE ProLiant infrastructure investment:

- HPE ProLiant and HPE BladeSystem management solutions, and their supporting HPE Insight, HPE OneView and HPE Virtual Connect management tools.
- HPE CloudSystem and HPE ConvergedSystem solutions.
- HPE Hyperscale solutions, including the HPE Moonshot portfolio.
- Virtualization using partner technologies from VMware, Red Hat, and Microsoft.
- Virtualization using HPE technologies such as Virtual Machine Monitor (VMM) or HPE Matrix Operating Environment.
- Your operating system of choice, such as Microsoft Windows or Linux.

For class schedules, registrations, and locations worldwide, visit http://www.hp.com/learn/contact.

Service and Support, HPE Care Pack, and Warranty Information

Unlock the full potential of your HPE ProLiant and HPE BladeSystem investment with training from HPE!

Book your training today at http://www.hp.com/learn/proliant.

Related Options

HPE Care Pack Services HPE Technical Services

HPE Care Pack Service for Proliant and ConvergedSystem Training	HF385E
HPE Education Care Pack (flex)	HF385A1

Service Offerings (HPE Per Event Services)

NOTE: For more information.

see http://www.hp.com/services/oneviewservices.

HPE OneView Startup Installation and Configuration Service (fixed)	U1V78E
HPE OneView Startup Installation and Configuration Service (flex)	H6K67A1
HPE OneView Installation and c7000 BladeSystem Migration Service (fixed)	U1V79E
HPE OneView Installation and c7000 BladeSystem Migration Service (flex)	H6K68A1
HPE OneView c7000 BladeSystem Installation and Migration Add-on Service (fixed)	
	H4W69E
HPE OneView c7000 BladeSystem Installation and Migration Add-on Service (flex)	H8Q65A1
HPE OneView Startup with Insight Control server provisioning Service (fixed)	UORA2E
HPE OneView Startup with Insight Control server provisioning Service (flex)	HA124A1#5TF

Foundation Care Support Uplifts for HPE OneView Advanced

HPE 4 year 24x7 OneView with iLO Software Foundation Care Support	U2WM8E
HPE 5 year 24x7 OneView with iLO Software Foundation Care Support	U2WM9E
HPE 4 year 24x7 OneView w/o iLO Software Foundation Care Support	U2WN0E
HPE 5 year 24x7 OneView w/o iLO Software Foundation Care Support	U2WN1E
HPE 4 year 24x7 OneView BL 16-Svr Software Foundation Care Support	U2WM6E
HPE 5 year 24x7 OneView BL 16-Svr Software Foundation Care Support	U2WM7E

Proactive Care for HPE OneView Advanced

NOTE: Proactive Care is recommended for customers running a virtualized infrastructure and/or customers who desire an enhanced call support experience. Proactive Care includes Collaborative Support plus Proactive services delivered by the on-shore/near-shore Advanced Solution Center (ASC) and backed by the global delivery organization. End-to-end case ownership from a Technical Solution Specialists and Technical Account Manager remotely delivers firmware/software revision management, proactive scans, and incident trend reports.

HPE 3 year 24x7 OneView with iLo Proactive Care Service	UOSJ5E
HPE 4 year 24x7 OneView with iLo Proactive Care Service	UOSJ6E
HPE 5 year 24x7 OneView with iLo Proactive Care Service	UOSJ7E
HPE 3 year 24x7 OneView w/o iLo Proactive Care Service	UOSKOE
HPE 4 year 24x7 OneView w/o iLo Proactive Care Service	UOSK1E
HPE 5 year 24x7 OneView w/o iLo Proactive Care Service	UOSK2E

Related Options

HPE 3 year 24x7 OneView BL 16-Svr Proactive Care Service	UOSK5E
HPE 4 year 24x7 OneView BL 16-Svr Proactive Care Service	UOSK6E
HPE 5 year 24x7 OneView BL 16-Svr Proactive Care Service	UOSK7E

Proactive Care Advanced (PCA) for HPE OneView Advanced

NOTE: Proactive Care Advanced (PCA) provides all the capabilities of Proactive Care with the addition of an assigned ASM (a dedicated contact person), semi-annual support planning and reviews, and flexible technical advice and assistance.

HPE 3 year 24x7 OneView 16-Server Proactive Care Advanced Service	U5HB7E
HPE 4 year 24x7 OneView 16-Server Proactive Care Advanced Service	U5HB8E
HPE 5 year 24x7 OneView 16-Server Proactive Care Advanced Service	U5HB9E
HPE 3 year 24x7 OneView w/ Integrated Lights-Out Proactive Care Advanced Service	U5HC0E
HPE 4 year 24x7 OneView w/ Integrated Lights-Out Proactive Care Advanced Service	U5HC1E
HPE 5 year 24x7 OneView w/ Integrated Lights-Out Proactive Care Advanced Service	U5HC2E
HPE 3 year 24x7 OneView w/o Integrated Lights-Out Proactive Care Advanced Service	U5HC3E
HPE 4 year 24x7 OneView w/o Integrated Lights-Out Proactive Care Advanced Service	U5HC4E
HPE 5 year 24x7 OneView w/o Integrated Lights-Out Proactive Care Advanced Service	U5HC5E

Support for HPE OneView Standard

HPE OneView Standard 1yr 9x5 Support Flex Quantity E-RTU K6F98AAE

HPE Software Support

Support for HPE Operations Analytics and HPE Virtualization Performance Viewer Integrations with HPE OneView

HPE SW Enterprise Standard 1yr 24x7 Support	HM610A1 #TM2
HPE SW Enterprise Standard 3yr 24x7 Support	HM610A3 #TM2

Technical Specifications

Environment-friendly End-of-life Management Products and Approach and Recycling

End-of-life Management

Hewlett Packard Enterprise offers end-of-life Hewlett Packard Enterprise

product return, trade-in, and recycling programs in many geographic areas.

For trade-in information, please go to: http://www.hp.com/go/green. To recycle your product, please go to: http://www.hp.com/go/green or contact your nearest Hewlett Packard Enterprise sales office. Products returned to Hewlett Packard Enterprise will be recycled, recovered or disposed of in a responsible manner.

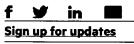
The EU WEEE directive (2002/95/EC) requires manufacturers to provide treatment information for each product type for use by treatment facilities. This information (product disassembly instructions) is posted on the Hewlett Packard Enterprise web site at: http://www.hp.com/go/green. These instructions may be used by recyclers and other WEEE treatment facilities as well as HEWLETT PACKARD ENTERPRISE OEM customers who integrate and re-sell Hewlett Packard Enterprise equipment.

Summary of Changes

Date	Version History	Action	Description of Change
11-Mar-2016	From Version 14 to 15	Changed	Typo on SKU corrected (PB31A changed to P8B31A)
28-Sept-2015	From Version 13 to 14	Changed	Changes made to the Overview, Models, Standard Features, Supported Products and Related Options Sections for the Thyme NPI.
01-Jun-2015	From Version 12 to 13	Changed	Changes made to the Overview, Models, Standar Features and Related Options Sections
03-Apr-2015	From Version 11 to 12	Changed	Changes made to the HPE Care Pack Services section
30-Mar-2015	From Version 10 to 11	Changed	Changes made to the Models and What's New Sections. Update SKUs descriptions.
18-Dec-2014	From Version 9 to 10	Changed	Changed made to the Service and Support and What's New Sections.
01-Dec-2014	From Version 8 to 9	Changed	Changes made throughout the QuickSpecs.
09-Sep-2014	From Version 7 to 8	Changed	Gen9 Update, product descriptions updated
21-May-2014	From Version 6 to 7	Changed	Text and format in Overview, Standard Features and Support Product sections were updated
18-Feb-2014	From Version 5 to 6	Added	Added the What's New Section: HPE OneView 1.05 provides the following enhancements for infrastructure management:
			VMware vCenter Server integration with HPE OneView delivers powerful Hewlett Packard Enterprise hardware management capabilities directly from the vCenter console to virtualization administrators
			Active-Active configuration support for Virtual Connect reduces oversubscription rates for more predictable server-to-network-core traffic and provides faster link failure detection and failover times
			RAID support for HPE ProLiant blade servers allows local storage configuration support (ACU/SSA) in server profiles
			Dynamic network changes supported in server profiles allows Virtual Connect administrators to change pre-existing connection networks and connection bandwidth without powering down blade servers
			HPE OneView appliance upgrade support from versions 1.0 /1.01 to current version 1.05 HPE ProLiant Gen8 server support for DL560, DL580, and BL660c Gen8
09-Dec-2013	From Version 4 to 5	Changed	Changes made in the Models and the Supported Product sections.

Summary of Changes

	Changed	Changes made in the North America Versions only.
From Version 2 to 3	Changed	Changes made to both remove and add various part numbers from the Standard Features and Related Options sections.
From Version 1 to 2	Added	Added "HPE" in front of OneView throughout the QuickSpecs.
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