

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



ITEM: 3.27
(ID # 17657)

MEETING DATE:

Tuesday, November 16, 2021

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approve the purchase of the Enterprise Hardware Platform with vSAN Ready Nodes including Standard Installation and Support Services through Nth Generation Computing, Inc., to be financed for five years through the County's line of credit with Banc of America Public Capital Corp.; All Districts [Total Principal Aggregate Cost \$1,066,825, with up to \$107,000 in additional compensation for future purchases; RCIT Budget-100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the purchase of the Enterprise Hardware Platform with vSAN Ready Nodes including Standard Installation and Support Services through Nth Generation Computing, Inc., to be financed for five years through the County's line of credit with Banc of America Public Capital Corp. for a total principal aggregate cost of \$1,066,825;
2. Approve the Reseller Agreement with Nth Generation Computing and authorize the Chairperson of the Board to sign three (3) copies of the Reseller Agreement with Nth Generation Computing, Inc., on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreement to the Information Technology Department for distribution; and
3. Authorize the 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 stay within the intent of the Agreement, including future purchases not to exceed \$107,000.

ACTION:Policy

Jim Smith

Jim Smith, Chief Information Officer

11/4/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 16, 2021
xc: RCIT

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	FY 21/22	FY 22/23	Total Cost:	Ongoing Cost
COST	\$ 110,000	\$ 220,000	\$ 1,066,825	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget - 100%			Budget Adjustment: No	
			For Fiscal Year: 21/22-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for the purchase of the Enterprise Hardware Platform with vSAN Ready Nodes including Standard Installation and Support Services from Nth Generation Computing, Inc. This purchase will be financed for five years through the County's line of credit with the Banc of America Public Capital Corp. for a total principal aggregate cost of \$1,066,824.81.

On March 29, 2016 (Board agenda item no. 3.46), RCIT acquired an Enterprise Compute and Storage Platform that was installed at Riverside County Collaboration Center (RC3) Data Center. The Enterprise Compute and Storage Platform was coupled with VMware virtualization software to migrate workloads that existed in 26 county departments to one central system at RC3 Data Center. The Enterprise Platform acquired in 2016 is approaching end of life and needs to be upgraded.

RCIT is recommending acquiring a new set of hardware that will couple with recently acquired VMware Cloud Foundation (VCF) software approved by the Board on July 20, 2021 (Board agenda item no. 3.27), to build a hybrid (on-premises and cloud) environment. The hybrid environment will allow RCIT to continue to seamlessly deliver over 1,400 applications and services to county agencies from either RC3 Data Center or a cloud services provider such as Amazon, Microsoft, Google, or Oracle while at the same time allow RCIT Staff the means to continue to manage the applications and services whether the services are at RC3 or hosted with Amazon, Microsoft, Google, or Oracle.

The hybrid environment will be configured to allow workloads to move between RC3 Data Center and a cloud services provider(s) of RCIT choosing. The desired outcome of this configuration will be no single-point-of-failure that will reduce the chance of services being unavailable because of a hardware failure or catastrophic event at RC3. Today we are reliant on recovering from tape backups in the event of a catastrophic failure at RC3. Although it is an industry standard approach, tape restores will take much longer to recover our systems than we feel is reasonable. Therefore, alternative failover methods are being explored and RCIT feels that this approach will be secure, efficient, and cost-effective.

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

Impact on Residents and Businesses

There is no negative impact on citizens or business in the County.

Additional Fiscal Information

Due to current low interest rates, RCIT would like to utilize the County's line of credit with Banc of America Public Capital Corp. to finance the purchase, with the first installment due in FY 21/22 and the final installment due in FY 25/26, providing the most optimal financing terms and interest rate for the County. RCIT has the funding in its budget achieved from savings obtained in this current fiscal year, and the project payment installments are being included in future proposed budgets for subsequent years through FY 25/26.


Based on the current indicative five-year interest rate of 1.75% (as of 11/10/21), annual payments are anticipated to average approximately \$220,000, with total interest expense over the five-years estimated to be approximately \$50,000. Rates are subject to change prior to the receipt of equipment, however, once the purchase is finalized, the interest rate at that time will be locked in, and the lease amortization schedule will be provided to RCIT.

Contract History and Price Reasonableness

On August 25, 2021 County of Riverside Purchasing Department on behalf of Riverside County Information Technology (RCIT) released Request for Quote (RFQ) number RIVCO-2022-RFQ-0000346 for the purchase of the Enterprise Hardware Platform with vSAN Ready Nodes including Standard Installation and Support Services. The RFQ was posted publicly in our eProcurement System (RivcoPro) with bid closing date on September 9, 2021. Bid notification was sent to Twenty-Five (25) vendors. Upon bid closing, the county received three completed responses with price ranging from \$1,066,824.81 to \$2,519,773.58. After evaluation of the responses, Purchasing and RCIT recommend the award to Nth Generation Computing, Inc., as the lowest most responsive responsible bidder.

Attachments:

Reseller Agreement with Nth Generation Computing, Inc.


Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

11/5/2021


Venus Brambila, Deputy Director - Administration

11/10/2021


Gregory P. Priamos, Director County Counsel

11/8/2021

AGREEMENT # ITARC-SOFTWAR-0003542
for
Enterprise Hardware Platform with vSAN Ready Nodes with
Standard Installation and Support Services
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 Enterprise Hardware Platform with vSAN Ready Nodes with Standard Installation and Support Services, effective upon date of last signature of this Agreement by both parties, based on RESELLER's response to RFQ # RIVCO-2022-RFQ-0000346 for Enterprise Hardware Platform with vSAN Ready Nodes with Standard Installation and Support Services. The parties agree as follows:

1. Purchase of Enterprise Hardware Platform with vSAN Ready Nodes with Standard Installation and Support Services will be through the RESELLER. Terms and conditions between the COUNTY and the Reseller of the products are governed by the County of Riverside's General Terms and Conditions.

2. **Period of Performance:**

This Agreement shall be effective upon date of last signature of this Agreement by both parties and continues in effect for five (5) years unless terminated earlier.

3. **Compensation**

The COUNTY shall pay the RESELLER for products provided and incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

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 property damage, bodily injury, or death or any other element of any kind or nature. RESELLER shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 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: Joyce Russell
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. Policy shall name the COUNTY as Additional Insureds.

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. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. 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 County'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) CONTRACTOR shall cause CONTRACTOR'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 a minimum of 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. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein,

CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) 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. CONTRACTOR 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the CONTRACTOR'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.
- 6) 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) CONTRACTOR 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: Nth Generation Computing, Inc Quote**
 - b. **Attachment B: HPE Pointnext data sheets (Installation and Support Services)**
 - c. **Exhibit A: Scope of Services**
 - d. **Exhibit B: Payment provisions**

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.

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 Supervisors

By: Joyce F Russell
Name: Joyce Russell
Title: EVP/CFO

Dated: NOV 16 2021

Dated: 11/03/21

ATTEST:

Kecia Harper
Clerk of the board

By: [Signature]

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County Counsel

Dated 11.4.2021

Exhibit A

Scope of Services

Purchase of Enterprise Hardware Platform with vSAN Ready Nodes with Standard Installation and Support Services as outlined below.

Support Services:

Part number for associated support: HPE Pointnext Tech Care Essential wDMR SVC (HU4A7Ax)
 Incidents with covered hardware or software can be reported to HPE via telephone, web portal, chat, or forums as locally available, or as an automated equipment reporting event using HPE electronic remote support solution 24 hours a day, 7 days a week. HPE through the reseller is providing the Country with Essential on-site service level for HPE Pointnext Tech Care aligned to Counties need and sensitivity. The service level provides both hardware and software coverage.

The Service level:

5 years 24x7 Tech Care Essential support with Defective Media Retention (DMR), if the county called for support for a failed hard drive, the country has the right to keep the old one and not to send it back to the reseller.

Service level	Service feature	Coverage window	Feature description
Essential	Enhanced phone response	Remote response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	15-minute call back for severity 1 incidents, 1 hour for severity 2 and 3; where available, direct phone access to product specialists without the need for a call back (all severities)
	24x7 on-site coverage	On-site response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	4-hour on-site response ⁴ for covered hardware.

Travel zones

All hardware on-site presence and Hardware Exchange Service response times apply 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.

Distance from HPE-designated support hub	Essential & Essential Exchange response time	Basic & Basic Exchange response time
0-50 miles (0-80 km)	4 hours	Next coverage day

Exhibit B Payment provisions

Cost Breakdown:

PRODUCT AND SERVICE DESCRIPTION	SUBTOTAL
Hardware	917,889.92
Hardware Maintenance/Support for 5 years	58,344
Software	7,436
Software Support (updates, upgrades & patches) for 5 years	2,178
Professional Services (Installation/Deployment)	STANDARD INSTALLATION INCLUDED
Shipping (F.O.B. Destination)	N/A
Handling (If applicable)	N/A
CA Sales Tax 8.75%	80,966.89
Other (List other items not listed in this section, reference Exhibit B, section 1.1)	N/A
Total	\$1,066,824.81



Account Manager: Katherine Hayes	Email: katherine.hayes@nth.com
Inside Sales: Lisa Byers	Email: lisa.byers@nth.com
Email Orders To: orders@nth.com	Phone: 949-752-4420x276

Project #: 111406 - 4 Proposal Date: 09/16/2021 Proposal Expiration: 10/16/2021

Quoted to:
 Gilbert Mejia
 Riverside County Information Technology
 3450 14th Street
 4th floor
 Riverside, CA 92501

Ship to:

RIVCO-2022-RFQ-0000346 Enterprise Hardware Platform with vSAN Ready Nodes

PART#	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
18 x HPE DL380 Gen10 Servers					
P19719-B21	18	HPE ProLiant DL380 Gen10 24SFF NC Configure-to-order Server	\$995.00	\$17,910.00	Y
P02509-L21	18	Intel Xeon-Gold 6240 (2.6GHz/18-core/150W) FIO Processor Kit for HPE ProLiant DL380 Gen10	\$2,799.00	\$50,382.00	Y
P02509-B21	18	Intel Xeon-Gold 6240 (2.6GHz/18-core/150W) Processor Kit for HPE ProLiant DL380 Gen10	\$2,826.00	\$50,868.00	Y
P00930-B21	432	HPE 64GB (1x64GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	\$373.00	\$161,136.00	Y
P18430-B21	324	HPE 7.68TB SATA 6G Read Intensive SFF SC Multi Vendor SSD	\$1,466.00	\$474,984.00	Y
P26376-B21	54	HPE 1.6TB SAS 12G Write Intensive SFF SC PM6 SSD	\$1,219.00	\$65,826.00	Y
826694-B21	18	HPE DL38X Gen10 x16/x16 Riser Kit	\$52.00	\$936.00	Y
804394-B21	36	HPE Smart Array E208i-p SR Gen10 (8 Internal Lanes/No Cache) 12G SAS PCIe Plug-in Controller	\$182.00	\$6,552.00	Y
874253-B21	36	HPE Ethernet 100Gb 1-port QSFP28 MCX515A-CCAT Adapter	\$402.00	\$14,472.00	Y
P12965-B21	18	HPE NS204i-p x2 Lanes NVMe PCIe3 x8 OS Boot Device	\$411.00	\$7,398.00	Y
804326-B21	18	HPE Smart Array E208i-a SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular Controller	\$97.00	\$1,746.00	Y
665240-B21	18	HPE Ethernet 1Gb 4-port FLR-T I350-T4V2 Adapter	\$76.00	\$1,368.00	Y
865414-B21	36	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	\$93.00	\$3,348.00	Y
E5Y43A	18	HPE OneView for ProLiant DL Server including 3yr 24x7 Support FIO Bundle Physical 1-server LTU	\$338.00	\$6,084.00	Y



Account Manager: Katherine Hayes	Email: katherine.hayes@nth.com
Inside Sales: Lisa Byers	Email: lisa.byers@nth.com
Email Orders To: orders@nth.com	Phone: 949-752-4420x276

Project #: 111406 - 4 Proposal Date: 09/16/2021 Proposal Expiration: 10/16/2021

Quoted to:

Gilbert Mejia
 Riverside County Information Technology
 3450 14th Street
 4th floor
 Riverside, CA 92501

Ship to:

RIVCO-2022-RFQ-0000346 Enterprise Hardware Platform with vSAN Ready Nodes

PART#	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
786092-B21	36	HPE DL380 SFF Smart Array HBA H200/P400 Series SAS Cable Kit	\$19.00	\$684.00	Y
864279-B21	18	HPE Trusted Platform Module 2.0 Gen10 Option	\$38.00	\$684.00	Y
733660-B21	18	HPE 2U Small Form Factor Easy Install Rail Kit	\$23.00	\$414.00	Y
				\$864,792.00	
		4 x HPE ProLiant DL380 Gen10 Management Nodes			
P19719-B21	4	HPE ProLiant DL380 Gen10 24SFF NC Configure-to-order Server	\$995.00	\$3,980.00	Y
P19719-B21:ABA	4	HPE DL380 G10 CTO Mod-X 24SFF WO NIC			
P23550-L21	4	Intel Xeon-Silver 4214R (2.4GHz/12-core/100W) FIO Processor Kit for HPE ProLiant DL380 Gen10	\$243.00	\$972.00	Y
P23550-B21	4	Intel Xeon-Silver 4214R (2.4GHz/12-core/100W) Processor Kit for HPE ProLiant DL380 Gen10	\$243.00	\$972.00	Y
P00922-B21	64	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	\$172.00	\$11,008.00	Y
P26290-B21	40	HPE 800GB SAS 12G Mixed Use SFF SC PM6 SSD	\$377.00	\$15,080.00	Y
P26295-B21	8	HPE 400GB SAS 12G Write Intensive SFF SC PM6 SSD	\$438.00	\$3,504.00	Y
826694-B21	4	HPE DL38X Gen10 x16/x16 Riser Kit	\$52.00	\$208.00	Y
804394-B21	8	HPE Smart Array E208i-p SR Gen10 (8 Internal Lanes/No Cache) 12G SAS PCIe Plug-in Controller	\$182.00	\$1,456.00	Y
874253-B21	8	HPE Ethernet 100Gb 1-port QSFP28 MCX515A-CCAT Adapter	\$402.00	\$3,216.00	Y
P12965-B21	4	HPE NS204i-p x2 Lanes NVMe PCIe3 x8 OS Boot Device	\$411.00	\$1,644.00	Y



Account Manager: Katherine Hayes	Email: katherine.hayes@nth.com
Inside Sales: Lisa Byers	Email: lisa.byers@nth.com
Email Orders To: orders@nth.com	Phone: 949-752-4420x276

Project #: 111406 - 4 Proposal Date: 09/16/2021 Proposal Expiration: 10/16/2021

Quoted to:
 Gilbert Mejia
 Riverside County Information Technology
 3450 14th Street
 4th floor
 Riverside, CA 92501

Ship to:

RIVCO-2022-RFQ-000346 Enterprise Hardware Platform with vSAN Ready Nodes

PART#	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
804326-B21	4	HPE Smart Array E208i-a SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular Controller	\$97.00	\$388.00	Y
629135-B22	4	HPE Ethernet 1Gb 4-port FLR-T BCM5719 Adapter	\$76.00	\$304.00	Y
865414-B21	8	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	\$93.00	\$744.00	Y
E5Y43A	4	HPE OneView for ProLiant DL Server including 3yr 24x7 Support FIO Bundle Physical 1-server LTU	\$338.00	\$1,352.00	Y
786092-B21	8	HPE DL380 SFF Smart Array HBA H200/P400 Series SAS Cable Kit	\$19.00	\$152.00	Y
864279-B21	4	HPE Trusted Platform Module 2.0 Gen10 Option	\$38.00	\$152.00	Y
733660-B21	4	HPE 2U Small Form Factor Easy Install Rail Kit	\$23.00	\$92.00	Y
				\$45,224.00	
Installation					
HA113A1	1	HPE Installation SVC			
HA113A1:5A6	22	HPE 300 Series Installation Service			
HPE Support					
HU4A7A5	1	HPE 5Y Tech Care Essential with Defective Media Retention Service			
HU4A7A5:SVN	22	HPE One View w/Ilo Support	\$99.00	\$2,178.00	N
HU4A7A5:WAH	22	HPE DL38x Gen10 Support	\$2,652.00	\$58,344.00	N
				\$60,522.00	

Cisco Cables



Account Manager: Katherine Hayes	Email: katherine.hayes@nth.com
Inside Sales: Lisa Byers	Email: lisa.byers@nth.com
Email Orders To: orders@nth.com	Phone: 949-752-4420x276

Project #: 111406 - 4 Proposal Date: 09/16/2021 Proposal Expiration: 10/16/2021

Quoted to:

Gilbert Mejia
 Riverside County Information Technology
 3450 14th Street
 4th floor
 Riverside, CA 92501

Ship to:

RIVCO-2022-RFQ-0000346 Enterprise Hardware Platform with vSAN Ready Nodes

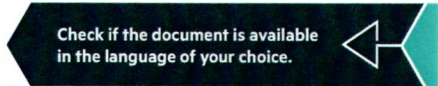
PART#	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
QSFP-100G-CU5M	44	Cisco Systems : 100GBASE-CR4 PASSIVE COPPER CABLE, 5M	\$348.18	\$15,319.92	Y
				\$15,319.92	

Quote Subtotal	\$985,857.92
Tax Rate 8.75%	\$80,966.89
Est. Shipping *	
Payment Terms	UNDER REVIEW

TOTAL DUE	\$1,066,824.81
------------------	-----------------------

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

Remit to: Same Address
 DUNS #: 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)



HPE INSTALLATION SERVICE

HPE Integration and Performance Services

The HPE Installation Service provides for the basic installation of Hewlett Packard Enterprise branded equipment, software products, as well as HPE-supported products from other vendors that are sold by HPE or by HPE authorized resellers. The HPE Installation Service is part of a suite of HPE deployment services that are designed to give you the peace of mind that comes from knowing your HPE and HPE-supported products have been installed by a Hewlett Packard Enterprise specialist in accordance with the manufacturer's product documentation.

SERVICE BENEFITS

- Installation by a Hewlett Packard Enterprise authorized technical specialist
- Verification prior to installation that all service prerequisites are met
- Delivery of the service at a mutually scheduled time convenient to your organization
- Allows your IT resources to stay focused on their core tasks and priorities
- Full coverage during the warranty period for products that require installation by a Hewlett Packard Enterprise authorized technical specialist

SERVICE FEATURE HIGHLIGHTS

- Service planning
- Service deployment
- Installation verification tests (IVT)

TABLE 1. Service features

Feature	Delivery specifications
Service planning	<p>A Hewlett Packard Enterprise service specialist will plan all the necessary activities with the Customer, including the identification of any prerequisites, and schedule the delivery of the service at a time mutually agreed upon by HPE and the Customer, which shall be during local HPE standard business hours, excluding HPE holidays, unless otherwise agreed by HPE. Any services provided outside of HPE standard business hours may be subject to additional charges.</p> <p>The Hewlett Packard Enterprise service specialist will verify with the Customer that all service prerequisites have been met prior to delivery of the service.</p>
Service deployment for all products	<p>Service deployment activities for all products may include one or more of the following:</p> <ul style="list-style-type: none"> • Removing the product from the packaging, visually inspecting for damage, and replacing or repairing, at HPE's discretion, any HPE components that were damaged in shipping • Installing the product according to the manufacturer's product documentation • Consolidating all packaging materials in a nearby location to be designated by the Customer, and notifying the Customer that the materials are ready for disposal by the Customer • Providing basic information to the Customer, including how to place a support call to Hewlett Packard Enterprise
Service deployment for all hardware products	<p>Service deployment activities for all hardware products may include:</p> <ul style="list-style-type: none"> • Installing hardware options (extra memory, drives, etc.) purchased on the same order and intended to go into the system box, or installing add-on option(s) for an existing system • Installing the product into a previously installed rack, if applicable • Installing the necessary cables, if applicable • Physically connecting the equipment to the LAN, as appropriate • Installing selected HPE-supplied service tools

TABLE 1. Service features (continued)

Feature	Delivery specifications
Service deployment for software products	Service deployment activities for software may include: <ul style="list-style-type: none"> • For systems supplied with factory installed operating system software; verifying that the system correctly presents the initial operating-system screen to the Customer • Installation and configuration of firmware or drivers included with the hardware product and necessary to enable basic device operation
Service deployment for factory racked and storage solutions	Service deployment activities for factory-racked server and <u>storage solutions</u> may include installation of the factory-racked solution, connection of the solution to the <u>external power source</u> , and functional testing to make sure there was no damage during shipping. Connection to external peripherals and network components will be performed if data cables were installed and labeled in the factory.
Service deployment for HPE BladeSystem	Service deployment activities for <u>HPE BladeSystem</u> may include installation of the HPE BladeSystem enclosure along with all blades, HPE-supported Ethernet interconnect options, and relevant power options purchased on the same order and intended to go into the enclosure unit, plus cabling and setup of onboard management firmware, as well as installation of the enclosure in a previously installed rack, if applicable.
Service deployment for networking products	Service deployment activities for networking products may include: <ul style="list-style-type: none"> • Loading the Customer-provided basic network configuration information such as device IP address, subnet mask, and default gateway • Testing, via PING test, of the network connectivity to a neighboring device connected to the same LAN
Service deployment for HPE Adaptive Rack Cooling System	Service deployment activities for HPE Adaptive Rack Cooling System may include: <ul style="list-style-type: none"> • Installation of the HPE Adaptive Rack Cooling System, and relevant power options purchased on the same order and intended to go into HPE Adaptive Rack Cooling System • This service includes the verification of the HPE Adaptive Rack Cooling System and water connection to the facility • The water flowing into the HPE Adaptive Rack Cooling System must meet the guidelines stated in the HPE Adaptive Rack Cooling System Site Preparation Guide • Site preparation is not included in this service
Installation verification tests (IVT)	Hewlett Packard Enterprise will run the appropriate installation verification tests required for this service

SERVICE LIMITATIONS

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

- Customer acknowledges and agrees that HPE may use resources outside the country of purchase for delivery of these services unless otherwise specified as part of a service feature description.
- Service deployment on hardware and/or software not covered by a Hewlett Packard Enterprise warranty or Hewlett Packard Enterprise support agreement (except as noted in the "Service eligibility" section)
- Service deployment on any product covered by a third-party support agreement
- Resolution of hardware-related problems encountered during the verification testing process, unless covered by an active Hewlett Packard Enterprise warranty or an applicable HPE Hardware Support agreement
- Planning, design, or assessment of the Customer's computing environment, except to identify service prerequisites for the product being installed (with the exception of specific activities denoted in the "Service Feature Highlights" section)
- Laying or installation of any cables beyond the required internal array or internal rack interconnect cables
- Reconfiguration of a factory-racked and -configured solution
- Reconfiguration of the Customer's existing IT infrastructure
- 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



- Site inspection activities such as a comprehensive analysis of the Customer facility's power, cooling and humidity, airborne contaminant, and vibration levels, and determination of whether the data center's raised floor has sufficient structural capability to accommodate the weight of the tape library to be installed
- Installation of software products as part of basic hardware installation, except as specifically stated in the "[Service Feature Highlights](#)" section; such installation may require the purchase of additional HPE Installation Services
- For factory-racked solutions, installation of more than one rack and/or at more than one site
- Any services not clearly specified in this document

SERVICE ELIGIBILITY

Only HPE products and HPE-supported products that are sold by Hewlett Packard Enterprise or a Hewlett Packard Enterprise authorized reseller are eligible for HPE Installation Service.

When an existing system or environment into which a product is to be installed under the terms of this service is not covered by a current Hewlett Packard Enterprise service contract, a preinstallation inspection, plus additional work as needed to return the system or environment to a supported configuration, may need to be carried out at an additional charge before the installation can be performed.

CUSTOMER RESPONSIBILITIES

The Customer will:

Ensure that the [HPE Support Service](#) for this service is registered within ten (10) days of purchase of the service, using the registration instructions within each package, email document, or as otherwise directed by HPE.

- Contact a Hewlett Packard Enterprise service specialist within 90 days of date of purchase to schedule the delivery of the service
- Ensure that all service prerequisites, as identified during service planning, have been met prior to the delivery of this service
- Uncrate the equipment (if applicable) and place it in the immediate location where the installation service will take place
- Allow Hewlett Packard Enterprise full and unrestricted access to all locations where the service is to be performed
- Assign a designated person from the Customer's staff who, on behalf of the Customer, will grant all approvals; provide information, e.g., IP addresses; ensure that all hardware, firmware, and software that the HPE service specialist will need in order to deliver this service are available and that software products are properly licensed; and otherwise be available to assist HPE in facilitating the delivery of this service
- All cabling and network connections should be preinstalled and functional
- Adhere to licensing terms and conditions regarding the use of any Hewlett Packard Enterprise service tools used to facilitate the delivery of this service, if applicable
- Be responsible for all data backup and restore operations
- Be responsible for the disposal of the packaging materials



GENERAL PROVISIONS/OTHER EXCLUSIONS

Any services provided outside of Hewlett Packard Enterprise standard business hours may be subject to additional charges.

Hewlett Packard Enterprise's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HPE, as well as the accuracy and completeness of any information and data the Customer provides to HPE.

Hewlett Packard Enterprise reserves the right to charge, on a time and materials basis, for any additional work over and above the quoted service pricing that may result from work required to address service prerequisites or other requirements not met by the Customer.

Defective hardware, as identified during the installation, will be replaced or repaired under the original vendor warranty terms for HPE-supplied or HPE-supported products.

Travel charges may apply; please consult your local office.

SUPPLEMENTAL TERMS

The following supplemental terms apply to these services and take precedence in the event of any conflict:

- Upon receipt of an acceptable order, HPE will contact the Customer within seven (7) business days to organize a service delivery date. Service delivery dates are subject to resource availability and may be scheduled up to 30 days from the order acceptance date.
- The Customer must schedule and receive delivery of these services within 180 days from order acceptance. HPE reserves the right to reprice for services not scheduled and delivered within 180 days. Backorders or shipment delays may affect the delivery timeline. Orders for services will expire after 365 days (one year) from the order acceptance date for services not scheduled and delivered, and the Customer will not be entitled to a refund for the unused services.

ORDERING INFORMATION

This service may be ordered using HA113A1#xxx or other HPE Installation Service product numbers identified by your sales representative.

A Customer who requires installation services beyond those provided in this document may purchase HPE Installation and Startup Services or HPE Implementation Services, or work with HPE to create a custom quoted installation service.

LEARN MORE AT

hpe.com/services/lifecycleevent

hpe.com/services/support

Make the right purchase decision.
Contact our presales specialists.



Chat



Email



Call



HPE support



Get updates

HPE POINTNEXT TECH CARE

Support services

SERVICE OVERVIEW

HPE Pointnext Tech Care is the operational support experience for HPE hardware and software products (HPE products). HPE Pointnext Tech Care helps IT teams focus on moving the business forward by proactively searching for better ways to do things, as opposed to just focusing on reactive issues.

HPE Pointnext Tech Care goes beyond traditional support by enabling direct access to product-specific specialists and providing general technical guidance to help Customers not only reduce risk but also continually search for ways to do things more efficiently. HPE Pointnext Tech Care Customers can get help through multiple channels that include telephone, HPE moderated forums with defined response times, automated incident logging, and a real-time chat facility. The service provides access to expert technical resources with specialized knowledge in the hardware and/or software within the context of the specific workload and avoids the Customer spending time answering sometimes unnecessary triage or entitlement questions. HPE Pointnext Tech Care goes beyond traditional support by offering General Technical Guidance for the operation, management, and security of the supported product.

HPE Support Center provides an enhanced and personalized digital experience that helps Customers manage their assets by recognizing the various products installed in the Customer's environment and how these products interact with each other. New self-service tools allow Customers to perform certain activities without having to open a support incident, as well as providing a portal of curated knowledge resources. HPE Pointnext Tech Care provides access to HPE resources who will help drive operational excellence and performance optimization from edge to cloud.

SERVICE STRUCTURE

The HPE Pointnext Tech Care service, as noted in the following, provides a general set of features along with hardware and/or software specific features, based on the technology under support and if the product is a hardware, software, or both. Some service features are enhanced when HPE InfoSight¹ is used enabling Hewlett Packard Enterprise to provide greater levels of technical guidance using the telemetry provided. Customers who register online through HPE Support Center gain access to enhanced digital capabilities enabling increased ease of management and direct HPE engagement. Remote and on-site response times vary based on the service level selected, with the highest service level providing additional assistance to Customers should outages occur.

TABLE 1. Service feature summary

General features

- | | |
|--|---|
| <ul style="list-style-type: none"> • Phone access to experts • Expert online chat* • Expert forum response* • General technical guidance • HPE InfoSight assistance** | <ul style="list-style-type: none"> • HPE InfoSight predictive alerts** • Automated incident logging** • Tech tips knowledge library* • Access to electronic support information and services* • Outage management (Critical service level only) |
|--|---|

¹ HPE InfoSight is an HPE proprietary service tool available on select products. For more information, visit infosight.hpe.com

TABLE 1. Service feature summary (continued)

Hardware service features	Software service features
<ul style="list-style-type: none"> • Remote problem diagnosis and support • On-site hardware support • Replacement parts and materials • HPE Visual Remote Guidance (VRG) • HPE InfoSight dashboards** • HPE InfoSight workload insights** • Firmware updates for selected products* • Collaborative Support and Collaborative Assistance • Periodic maintenance (for selected products) • 6-hour hardware call-to-repair (Critical service level only) 	<ul style="list-style-type: none"> • License to use software updates • Software support • Installation advisory support • Software features and operational support • Software product and documentation updates
Optional features	
<ul style="list-style-type: none"> • Defective media retention (DMR) • Comprehensive defective material retention (CDMR) • Preventive maintenance (only with HPE contractual services) • Hardware Exchange Service 	

* Service deliverable require HPE Support Center registration and activation.

** Service deliverables require connectivity to HPE using HPE proprietary service tools.

HPE POINTNEXT TECH CARE SERVICE LEVEL OPTIONS

TABLE 2. Service level option summary

For HPE products covered by HPE Pointnext Tech Care, HPE offers three service levels tailored to the Customer's operational requirements.

Critical	15-minute response 24x7 for severity 1 incidents (direct connect to product specialist where available) Outage management for severity 1 incidents 24x7 6-hour hardware repair commitment (where applicable)
Essential	15-minute response 24x7 for severity 1 incidents (direct connect to product specialist where available) 24x7 4-hour on-site attendance
Basic	2-hour response 9x5 (standard business hours) Next business day on-site attendance

All service levels provide 24x7 access to online self-serve and self-solve capabilities, 24x7 incident logging, and for supported devices, 24x7 HPE InfoSight analytics and automated incident submission.

The HPE Pointnext Tech Care service level options noted are product dependent. HPE shall provide the hardware support features for covered hardware products and the software support features for covered software products. Some service features may not be available in all languages or localities. All coverage windows are subject to local availability. Product eligibility may vary. Contact a local HPE sales office or HPE sales representative for detailed information on service availability and product eligibility.



GENERAL FEATURES

TABLE 3. General service features

Feature	Delivery specifications
Phone access to experts	<p>Customers may contact² HPE support by telephone 24 hours a day 7 days per week to log support incidents. Response times will depend on the service level of the covered product.</p> <p>15-minute 24x7 enhanced response (Critical and Essential service levels)</p> <p>For severity 1 incidents, HPE aims to either connect the Customer to a product specialist or call the Customer back within 15 minutes. For all other incidents, HPE may connect the Customer to a product specialist or call the Customer back within one hour.</p> <p>2-hour standard response (Basic service level)</p> <p>For calls on products covered by a basic service agreement, HPE shall provide a 2-hour phone response from a product specialist during the coverage window.</p>
Expert online chat	<p>Customers can initiate an online chat with a specialist technical resource to ask questions, get help, or general technical guidance. Expert online chat is provided so Customers can obtain quick answers to technical questions about their HPE product. Complex questions that require detailed responses may be elevated to support incidents on an as-needed basis. Expert online chat is limited to English language only and available during the service coverage window. Availability may vary for certain products. Refer to hpe.com/services/expertchat for details or contact your local HPE Sales representative.</p>
Expert forum response	<p>Customers can post questions, issues, or discuss usage of products within the HPE community forums. HPE product specialists respond within two business days to any unsolved questions raised within the official HPE community forum for products covered by HPE Support services. Where posts raise topics that should be addressed through standard support processes, HPE requests that a formal support incident is created and follows the standard HPE incident management processes. The specialist technical resource response is limited to English language only and requires that the user be registered with HPE Support Center and has linked service agreements.</p>
General technical guidance	<p>HPE endeavors to provide general technical guidance for Customer questions and enquiries specific to the topic areas outlined in the following regarding the operation and management of the Customer's products covered by HPE Pointnext Tech Care. General technical guidance is available through the telephone, web, and chat communication channels and is subject to the service coverage window of the service agreement and will be treated as a severity 3 incident. When related to the topics detailed/described in the following, HPE identifies knowledge documents, videos, and knowledge base articles to assist with topics raised.</p> <p>In addition to any limitations or exclusions set forth in this data sheet, any HPE general technical guidance shall be provided specifically for the topics detailed in the following and only for the products covered under the service:</p> <ul style="list-style-type: none"> • Correct usage or procedures to use the products' features • Assistance with identifying relevant documentation or knowledge base articles • HPE best practice advice to help you manage and maintain your products • Basic navigation to use the product management interface • Advice on capacity management options based on product usage trends (where available) • Guidance with the general configuration of the product that may include recommendations for best practice based on HPE operational experience • Guidance on the potential steps to help bring the product into a supported configuration <p>General technical guidance topics mentioned previously may not be applicable to all hardware and/or software products covered by this service.</p>
HPE InfoSight assistance	<p>For HPE products that are supported by HPE InfoSight (list available in the following link), HPE provides support and advice for the setup, configuration, and usage of HPE InfoSight. Further for those connected products, HPE extends general technical guidance to include HPE InfoSight analytics and the alerts and recommendations provided. For configured HPE products, on request, HPE assists Customers to understand the issues, alerts, and information provided by HPE InfoSight. Where analytics provide recommendations included in HPE InfoSight workload insights, HPE can provide qualification of the analysis, the recommendation, and the general next best actions in line with general technical guidance.</p> <p>For more information on HPE InfoSight, devices coverage, and capabilities, visit infosight.hpe.com.</p>
HPE InfoSight predictive alerts	<p>For HPE products covered by a service agreement, connected to and as supported by HPE InfoSight: Customers gain access to enhanced automated monitoring routines that can identify potential issues using HPE unique signatures, rules, and determinations. For issues identified by HPE InfoSight, the HPE InfoSight alerts Customers to the problem and identifies opportunities for corrective action, and subject to criticality may automatically submit incidents to HPE containing diagnostic information to speed diagnosis and repair. Capabilities may vary by product; devices need to be supported by HPE InfoSight, and connectivity to HPE InfoSight is required.</p> <p>Where Customers configure HPE InfoSight for supported HPE products that are covered by HPE Pointnext Tech Care, Customers gain access to enhanced HPE InfoSight analytical capabilities that provide detailed product insights, issue alerts, and provide usage and configuration opportunities.</p>
Automated incident logging	<p>For supported HPE products using HPE proprietary service tools (including HPE InfoSight), and where connected, devices may automatically submit incidents to HPE containing diagnostic information to speed diagnosis and repair.</p> <p>Where automated monitoring and incident submission identifies critical issues requiring HPE engagement, HPE attempts to engage the previously identified Customer contact within the service coverage window as defined by the service level purchased. Should the Customer contact not be available, or at the Customers request, HPE schedules follow-up for the following business day. All noncritical issues will be followed up the following business day. Customers may at any stage, subject to their service level, engage with HPE to request continuity of problem diagnosis and resolution.</p> <p>For more information, visit hpe.com/services/getconnected.</p>

² Visit the [HPE Worldwide technical support phone numbers](#) for country specific contact information.



TABLE 3. General service features (continued)

Feature	Delivery specifications
Tech tips videos	<p>HPE provides access to an enhanced tech tips videos by experts offering technical best practices and functional know-how. The tech tips videos help Customers understand how to best manage and operate their HPE product and provides information regarding emerging support trends and capabilities.</p> <p>Tech tips videos are available via HPE Support Center. Subject of content vary based on HPE operational experience with products and best practices in supporting and maintaining these products.</p>
Outage management (Critical service level)	<p>During a severity 1 HPE service incident should a business impacting outage be identified by the Customer, HPE invokes an enhanced outage management process, dependent on the issue severity and complexity, to minimize the business impact and accelerate resolution. Once a business outage or critical workflow interruption has been confirmed by HPE, technology-specific specialist resources shall be engaged to drive incident resolution.</p> <p>Throughout the duration of the outage incident, the specialist resources drive technical resolution and proactively keep nominated Customer stakeholders informed of the status. Where identified by HPE, technical insights and opportunities shall be shared to help reduce future incident likelihood.</p> <p>Outage management is included for HPE products covered by the critical service level option and is in addition to standard HPE escalation processes.</p>

HARDWARE SERVICE FEATURES

TABLE 4. Hardware service features

Feature	Delivery specifications
Remote problem diagnosis and support	<p>Once the Customer has placed a call and it has been acknowledged by HPE (as per general provisions), HPE works during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any on-site assistance, HPE may initiate and perform remote diagnostics using electronic remote support solution to access covered products, or HPE may use other means available to facilitate remote incident resolution.</p> <p>When Customers choose to swap defective parts with HPE provided replacements customer self-repair (CSR), HPE provides remote assistance during the service coverage window for installation of Customer-installable parts or firmware classified by HPE as CSR parts.</p>
On-site hardware support	<p>For hardware incidents that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative provides on-site technical support on covered hardware products to return them to operating condition. Once an HPE authorized representative arrives at the site, the representative continues to deliver the service, either on-site or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available.</p> <p>Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced. In addition, at the time of on-site technical support delivery, HPE may:</p> <ul style="list-style-type: none"> • Install available engineering improvements for covered hardware products to help ensure proper operation of the hardware products and maintain compatibility with HPE supplied hardware replacement parts • Install available firmware updates defined by HPE as noncustomer installable for covered hardware products, that, in the opinion of HPE, are required to return the covered product to operating condition or to maintain supportability by HPE. On request, HPE installs during coverage hours critical HPE firmware updates defined by HPE as noncustomer installable for covered hardware products. Critical firmware updates are firmware updates recommended by the HPE product division for immediate installation
Replacement parts and materials	<p>HPE provides HPE supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available engineering improvements required by HPE to assure supportability of the product.</p>
HPE Visual Remote Guidance	<p>Customers may choose to connect with specialist technical resources using HPE Visual Remote Guidance (VRG) during the service coverage window. HPE VRG is a secure, enterprise collaboration application that enables live stream video, and voice and content sharing through any Android or iOS smart device.</p> <p>Problem diagnosis and resolution may be performed in real time, with in-the-moment guidance and collaboration between Customer and HPE subject matter experts. HPE VRG may also be used to assist in the installation of HPE designated CSR parts.</p>
HPE InfoSight dashboards	<p>For HPE products covered by a service agreement and connected to HPE InfoSight, as supported by HPE InfoSight: Customers gain access to additional analytic dashboards that identify device health and/or identify recommended or required firmware updates and may include recommended or required driver or software updates (platform dependent). Visit infosight.hpe.com/ for more information on HPE InfoSight features and products covered by HPE InfoSight.</p>
HPE InfoSight workload insights	<p>Where supported by HPE InfoSight, and where HPE products are covered by a service agreement and connected to HPE InfoSight, additional analytics may be provided that help Customers understand usage and identify opportunities to improve product usage and/or configuration for select third-party ISV software.</p> <p>Visit infosight.hpe.com/ for more information on HPE InfoSight features and products covered by HPE InfoSight.</p>



TABLE 4. Hardware service features (continued)

Feature	Delivery specifications
Firmware updates for selected products	<p>Customers are provided access to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE current standard sales terms.</p> <p>For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), they must also have, if available, an active HPE service agreement on the firmware-based software products to receive, download, install, and use related firmware updates.</p>
Collaborative Support and Collaborative Assistance	<p>Collaborative Support and Collaborative Assistance provide electronic or telephone support (during the service coverage window) for select independent software vendor (ISV) software that works with hardware covered by HPE Pointnext Tech Care. Collaborative Support and Collaborative Assistance apply to selected ISV software when that software is not under HPE support. When ISV software is covered by HPE Pointnext Tech Care, support is provided as described in the Software support section of this document. Collaborative Support and Collaborative Assistance are separate features; however, Collaborative Assistance applies to all ISV products that are eligible for Collaborative Support. For a list of ISV software products eligible for Collaborative Support or Collaborative Assistance, visit hpe.com/services/techcarecollaborativesupport.</p> <p>Collaborative Support</p> <p>Collaborative Support is provided for selected ISV software products, where HPE investigates and attempts 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 sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor.</p> <p>Collaborative Assistance</p> <p>If HPE determines that the HPE product is not the source of the problem but HPE deems the problem may be related to the selected ISV software, HPE shall, at the Customer request, initiate Collaborative Assistance. Collaborative Assistance 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 engage with the ISV on behalf of the Customer. HPE engages the ISV and provides information about the Customer's issue. Once the incident has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer's issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE closes the HPE incident, but the Customer or ISV can resume the support issue with HPE if needed by referencing the original incident identification number.</p>
Periodic maintenance	<p>For more information on eligible products that will receive periodic maintenance services as part of this service, contact your HPE sales representative.</p> <p>If periodic maintenance is included, an HPE authorized representative will contact you to arrange for the periodic maintenance to be performed at a mutually agreed-upon time, during local HPE standard business hours excluding HPE holidays, and within the required scheduled interval as defined in the product maintenance schedule, unless otherwise agreed by HPE in writing.</p> <p>HPE plans the necessary periodic maintenance activities and communicates any identified prerequisites to you when contacting you to schedule the service. You must provide access to the product, ensure that the prerequisites have been met, and supply any consumables such as filters and chemicals required at the time of product maintenance.</p>
6-hour hardware call-to-repair (Critical service level)	<p>Using on-site and/or remote resolution efforts, HPE returns the covered hardware to operating condition within six hours for severity 1 and 2 incidents. For further information, see Hardware call-to-repair, Travel zones, and General incident provisions.</p> <p>6-hour hardware call-to-repair is included for HPE products covered by the Critical service level option and is available on select HPE hardware products.</p>



SOFTWARE SERVICE FEATURES

TABLE 5. Software service features

Feature	Delivery specifications
License-to-use software updates	<p>Customers receive the license-to-use software updates to HPE or HPE supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original HPE or original manufacturer software license terms, provided they have rightfully acquired the original software license.</p> <p>The license terms shall be as described in the HPE software licensing terms corresponding to the prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany or otherwise be made available for such software updates provided under this service.</p> <p>Distribution of certain third-party software updates, license agreements, and license keys may be made directly from the third-party vendor to Customers, as applicable.</p>
Installation advisory support	<p>Limited advisory support is provided and is restricted to basic advisory assistance if you encounter difficulties while performing a software product installation or advice on proper installation methods and updating of stand-alone applications. The scope of such advisory support is at HPE's discretion.</p> <p>Exclusions to this advisory support include, but are not limited to, the following: Any downloading of complete software packages or walking through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.</p>
Software support	<p>For software products covered by the service agreement, HPE provides corrective support to resolve identifiable and Customer-reproducible software product problems, supports to help them identify problems that are difficult to reproduce, and provides assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p>
Software features and operational support	<p>HPE provides information, as commercially available, on current HPE product features, known problems and available solutions, and operational advice and assistance.</p>
Software product and documentation updates	<p>As HPE releases updates to HPE software, the latest revisions of the software and reference manuals are made available to you. For selected third-party software, HPE provides software updates, as such updates are made available from the third-party, or HPE may provide instructions on how you can obtain any software updates directly from the third-party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to you when required to download, install, or run the latest software revision.</p> <p>For most HPE software and selected HPE supported third-party software, updates will be made available through the Software Updates and Licensing portal via the HPE Support Center. The Software Updates and Licensing portal provides Customers with electronic access to receive and proactively manage software product and documentation updates.</p> <p>For other HPE-supported third-party software, you may be required to download updates directly from the vendor's website.</p> <p>When this service is provided for a solution that is composed of multiple HPE and/or third-party products, software support will be offered only on updates that are made available for the solution by HPE.</p>

OPTIONAL FEATURES

TABLE 6. Optional service features

Feature	Delivery specifications
Hardware data security options (on-site support)	<p>Defective media retention (DMR)</p> <p>In the event of a hardware failure, for eligible products, the DMR service feature option allows you to retain replaced defective hard disk or eligible SSD/flash drive components that you do not want to relinquish due to sensitive data contained within the disk (disk or SSD/flash drive) covered under this service. All disk or eligible SSD/flash drives on a covered system must participate in the DMR.</p> <p>Comprehensive defective material retention (CDMR)</p> <p>In addition to DMR, in the event of a hardware failure, the CDMR service feature option allows you to retain additional replaced components that have been designated by HPE as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the comprehensive defective material retention.</p>
Preventive maintenance	<p>An HPE authorized representative visits the site at regularly scheduled intervals. Customers shall call HPE to request and schedule a preventive maintenance visit at the agreed-upon intervals. Availability and deliverables may vary by region.</p> <p>Preventive maintenance services will be delivered between 8:00 a.m. and 5:00 p.m. local time, standard business days, excluding HPE holidays, regardless of the selected coverage window.</p>
Hardware Exchange Service	<p>For products supporting customer self-repair and/or self-replace for all componentry, at HPE's discretion, an alternative to hardware on-site support may be made available: The Hardware Exchange Service is available for HPE Pointnext Tech Care on Basic Exchange and Essential Exchange service levels only, covers products that can easily be shipped and on which Customers can restore data from backup files.</p> <p>The service is not available on all products or locations. For more details, visit the Hardware Exchange Service section or contact your local HPE sales representative.</p>



SERVICE LEVEL OPTIONS

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

HPE provides three on-site service levels for HPE Pointnext Tech Care aligned to the business need and sensitivity. The service levels provide both hardware and software coverage.

TABLE 7. On-site service level options

Service level options	Service feature	Coverage window	Feature description
Critical	Enhanced phone response	Remote response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	15-minute call back for severity 1 incidents, 1 hour for severity 2 and 3; where available direct phone access to product specialists without the need for a call back (all severities).
	6-hour hardware call-to-repair ³	On-site response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	For severity 1 and 2 incidents, HPE returns the covered hardware to operating condition within six hours. ³ For further details see Hardware call-to-repair .
	Outage management	Remote response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	Available for severity 1 business impacting situations, HPE provides priority access to incident recovery specialists to expedite return to service.
Essential	Enhanced phone response	Remote response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	15-minute call back for severity 1 incidents, 1 hour for severity 2 and 3; where available, direct phone access to product specialists without the need for a call back (all severities).
	24x7 on-site coverage	On-site response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	4-hour on-site response ⁴ for covered hardware.
Basic	Standard phone response	Remote response nine hours per day between 8:00 a.m. and 5:00 p.m. local time, standard business days ⁵ excluding HPE holidays (coverage window).	2-hour call back from product specialist. Support incidents received outside the coverage window shall be acknowledged the following coverage day.
	Next business day on-site coverage	On-site attendance the next standard business day, during standard business days between 8:00 a.m. and 5:00 p.m. local time, excluding HPE holidays (coverage window).	Next-business-day on-site response for covered hardware. ⁴ Support incidents received outside the coverage window shall be acknowledged the next coverage day and serviced within the following coverage day. ⁶

³ Hardware call-to-repair time begins when the initial incident has been received and acknowledged by HPE or at the start time for work scheduled in agreement with the Customer, as specified in the [Hardware call-to-repair](#) section. Hardware call-to-repair time ends with HPE's determination that the hardware is repaired, or when HPE has determined that no on-site intervention is required. For hardware cases originating from software incidents, call-to-repair time begins when HPE has made the determination that the cause is attributable to the covered HPE hardware.

⁴ On-site response time begins when the initial support incident has been received, acknowledged, and confirmed to be a hardware issue by HPE. The on-site response time ends when the HPE authorized representative arrives at your site, or when the reported event is closed with the explanation that HPE has determined that no on-site intervention is required.

⁵ HPE standard local business days and hours duration may vary based on geographical location.

⁶ Requests to schedule on-site attendance for outside the coverage window may incur additional cost and is subject to HPE availability.

For Hardware Exchange Service, HPE provides two service levels for HPE Pointnext Tech Care that provide both hardware and software coverage.

TABLE 8. Exchange service level options

Service level options	Service feature	Coverage window	Feature description
Essential Exchange	Enhanced phone	Remote response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	15-minute call back for severity 1 incidents, 1 hour for severity 2 and 3; where available, direct phone access to product specialists without the need for a call back (all severities).
	Hardware exchange	24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	Products will be delivered within 4 hours of a call being logged received and acknowledged by HPE. All hardware product replacement delivery times are subject to local availability.
Basic Exchange	Standard phone	Remote response nine hours per day between 8:00 a.m. and 5:00 p.m. local time, standard business days, ⁷ excluding HPE holidays (coverage window).	2-hour call back from product specialist. Support incidents received outside the coverage window shall be acknowledged the following coverage day.
	Hardware exchange	Replacement part/product delivery the next standard business day, excluding HPE holidays (coverage window).	For calls received before 2:00 p.m. local time, HPE standard business days, excluding HPE holidays, HPE will ship a replacement product to the Customer's site for delivery on the next business day after the service request has been received and acknowledged by HPE. Service calls received after 2:00 p.m. will be logged the next business day and serviced within the following business day. Delivery time may vary based on geographic location. All hardware replacement product delivery times are subject to local availability.

⁷ Requests to schedule on-site attendance for outside the coverage window may incur additional cost and is subject to HPE availability.



TRAVEL ZONES

All hardware on-site presence and Hardware Exchange Service 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. Courier travel zones (Exchange services) 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 Table 9.

TABLE 9. Travel zones (excluding Critical service level)

Distance from HPE-designated support hub	Essential & Essential Exchange response time	Basic & Basic Exchange 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 Table 10.

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

TABLE 10. Critical service level travel zones

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

GENERAL INCIDENT PROVISIONS

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

Hardware support on-site response time and call-to-repair time commitment, as well as remote response time, differ depending on incident severity (see Tables 9 and 10 for more details). In line with the definitions outlined in the following, the Customer determines the incident severity level at the time of case creation and may be reviewed by agreement between HPE and the Customer.

Incident severity levels are defined as follows:

- **Severity 1**—critical business impact: For example, production environment down; production system or production application down/critically impacted; data corruption/loss or risk; business severely affected; safety and security issues
- **Severity 2**—limited business impact or business risk: For example, production environment available but some functions limited or degraded; severely restricted use; critical nonproduction environment or system issue
- **Severity 3**—no business impact: For example, nonproduction system (such as test system) or noncritical issue; work around in place, installations, questions, or requests for information or guidance



HPE has established formal escalation procedures to facilitate the resolution of complex incidents. As determined by HPE, local HPE management coordinates incident escalation, enlisting the skills of appropriate HPE resources to assist you with problem solving. For selected third-party software products for which HPE is providing software support and update services, HPE follows the agreed-upon escalation processes established between HPE and the third-party vendor to assist with case resolution.

SERVICE COVERAGE

For hardware products covered by an HPE service agreement, unless otherwise stated by HPE, the service on the main product covers HPE hardware options, purchased from HPE or authorized HPE resellers, internal to the product as well as HPE supported and supplied tower UPS products. Included items will be covered at the same service level as the main product. Hazardous materials and batteries are covered separately under their own warranty terms and conditions, limited to the term of the applicable warranty period. For more information on which components require separate coverage, contact your HPE sales office or HPE sales representative for detailed information.

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

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

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

HARDWARE ON-SITE SUPPORT SERVICE LIMITATIONS

For technical hardware issues that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative provides on-site technical support on covered hardware products to return them to operating condition. An on-site response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described herein. For 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.

Parts provided under hardware support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HPE, unless HPE agrees otherwise and Customers pay any applicable charges.

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

If Customers agree to the recommended CSR and a CSR part is provided to return the system to operating condition, the on-site service level shall not apply. In such cases, it is HPE practice to express ship to Customer's location the CSR parts that are critical to the product's operation. For more information about CSR, visit hpe.com and search for the HPE product user and maintenance guide for the product.

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

The Customer agrees to pay additional charges if:

- The Customer requests that HPE install Customer-installable firmware or software updates or patches.
- The Customer requests out-of-service coverage attendance or scheduled engagement out of selected service coverage windows.



Any additional services performed by HPE at Customers' request, and that are not included in purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.

If support on a product lapses, HPE may charge additional fees to resume support or require certain hardware or software upgrades to enable support coverage.

For any relocation not performed by HPE, additional recertification fees and charges for ongoing support coverage may apply to the relocation of products under support. Reasonable advance notice to HPE may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.

HPE maintains title of loaner units if provided. Customers shall have risk of loss or damage for loaner units if provided at HPE's discretion as part of hardware support or warranty services and such units will be returned to HPE without lien or encumbrance at the end of the loaner period.

HARDWARE EXCHANGE SERVICE

For selected Hewlett Packard Enterprise products, HPE, at its sole discretion, may offer Exchange service levels that Customers can select in order to substitute hardware on-site support.

The Hardware Exchange Service provides a replacement product or part delivered free of freight charges to Customer's location within a specified period of time. Replacement products or parts are new or equivalent to new in performance.

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 and recommended engineering improvements.

HPE will confirm that the ordered part will be shipped in advance of the defective part receipt, within the Hardware Exchange service-level. The Customer must ship the defective product or parts to Hewlett Packard Enterprise within five (5) business days of receipt of the replacement product or part and must obtain a prepaid insurance receipt, which should be retained by the Customer as proof of shipment to HPE.

The replaced product becomes the property of HPE. Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay for the replacement units.

If the defective product or part is not received by HPE within 10 business days of the Customer's receipt of the replacement product, the Customer will be charged the replacement product's list price.

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 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.

HPE reserves the right to charge, on a time and materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer. Additionally, requests to schedule on-site support will incur additional cost and are subject to HPE availability.

HARDWARE CALL-TO-REPAIR

Availability of call-to-repair times is dependent on the proximity of Customers' site to an HPE-designated support hub, as described in the [Travel zones](#) section. Call-to-repair times apply to Customer submitted severity 1 and severity 2 incidents. For severity 3 incidents, or incidents scheduled at request, HPE works with Customers to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time will then start at that time. For automated electronically submitted severity 1 and 2 incidents, HPE attempts to contact the indicated Customer contact to commence repair. Automated electronically submitted severity 3 incidents will be acknowledged the following business day unless otherwise engaged by the Customer. Incident severity levels are defined in the [General incident provisions](#) section.



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

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

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

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

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

The hardware call-to-repair time commitments and on-site response times do not apply to the repair or replacement of defective or depleted consumables. Consumables may be covered by a separate warranty.

The hardware call-to-repair time commitment is subject to Customers providing immediate and unrestricted access to the system as requested by HPE. The following activities or situations may suspend the hardware call-to-repair time calculation (if applicable) until they are completed or resolved:

- Any Customer or third-party action or inaction impacting the repair process
- Delayed or denied requests for system access, including physical, remote troubleshooting, and hardware diagnostic assessments, is delayed or denied
- 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

DMR AND CDMR

The DMR and CDMR service feature options are available for on-site service levels and apply only to eligible data retentive components replaced by HPE due to malfunction. The options do not apply to Exchange service levels or any exchange of data retentive components that have not failed. The components that can be retained under these service features are outlined in the document located at hpe.com/services/cdmr.

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

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

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



If Customers choose to retain repair parts covered under the DMR and/or CDMR service feature options, it is their responsibility to:

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

For data retentive components supplied by HPE to Customers as loaned, rented, or leased products, Customers 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.

COLLABORATIVE ASSISTANCE FOR THIRD-PARTY SOFTWARE

For HPE to provide Collaborative Assistance on third-party ISVs, Customers must have an active support agreement with the software vendor that allows HPE to create cases on the Customers' behalf. If the ISV vendor requires it, Customers will take any steps necessary to ensure that HPE can report an incident on their behalf. When requested Customers must provide HPE with the appropriate information needed for HPE to initiate a service case with the software vendor. Without these steps, HPE will not be able to transfer cases to the vendor and assumes no responsibility for failure to do so. HPE's obligations are limited to the placement of support incidents only. Customers remain responsible for the performance of their obligations under such agreements, which include payment of all applicable fees, including any fees that may apply as a result of logging cases with the vendor. HPE is not liable for the performance or non-performance of third-party vendors, their products, or their support services.

SOFTWARE SUPPORT

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

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

To be eligible to purchase this service, Customers 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 product into service eligibility.

The Customer will:

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

Unless otherwise agreed by HPE in writing, and for those offerings not delivered by HPE software, HPE only provides support for the current version and the immediately preceding version of HPE software, and provided that HPE software is used with hardware or software included in HPE specified configurations at the specified version level. Version means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our Customers.



Customers may purchase available product support for HPE software products only if they can provide evidence that they have rightfully acquired an appropriate HPE license for the products, and they may not alter or modify the products unless authorized by HPE at any time. Customers' right to use firmware and software updates (Updates) provided under HPE Support or warranty or if otherwise made available to them is co-extensive with their license to the underlying product.

However, in addition, Customers:

- May not use Updates to provide services to third parties.
- May not make copies and distribute, resell, or sublicense Updates to third parties.
- May not copy Updates or make them available on a public or external distributed network. This means that Customers may not copy Updates for products that are not under support by HPE.
- May not allow access to Updates on an intranet unless it is restricted to authorized users.
- Cannot make copies of and distribute Updates on devices that are not supported by HPE.
- May make only one copy of the Updates for archival purposes or when it is an essential step in authorized use.
- May not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Updates. If you have a mandatory right to do so under statute, you must inform HPE in writing prior to making such modifications.
- May only copy documentation updates if Customers purchased the right to copy them for the associated products. Copies must include appropriate HPE trademark and copyright notices.

If Customers authorize a third-party to act as their agent and download Updates on their behalf, using their entitlement, Customers are strictly and wholly liable for their agents' adherence to the terms of their contract with HPE, including these license terms. In addition, all parties must execute HPE agency agreement to allow for such access by the third-party.

HPE may terminate the license to use the Updates upon written notice if Customers fail to comply with these terms.

GENERAL PROVISIONS AND EXCLUSIONS

The Customer acknowledges and agrees that HPE may use resources outside the country of purchase for delivery of these services unless otherwise specified as part of a service feature description. HPE may utilize authorized service delivery partners in certain countries where HPE does not have a direct, local presence. Any specified on-site response times, parts availability, or provision of CSR parts is subject to local capability and parts availability at the country level.

Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HPE coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.

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

HPE may require Customers to use certain hardware and/or software system and network diagnostic and maintenance programs (proprietary service tools), as well as certain diagnostic tools that may be included as part of their system. Proprietary service tools are and remain the sole and exclusive property of HPE and are provided as is. Proprietary service tools may reside on the systems or sites. Customers may only use it during the applicable support coverage period and only as allowed by HPE and Customers may not sell, transfer, assign, pledge, or in any way encumber or convey the proprietary service tools. Upon termination of support, Customers will return the proprietary service tools or allow HPE to remove these proprietary service tools. Some service features may also require Customers to:

- Allow HPE to keep the proprietary service tools resident on Customers' systems or sites, and assist HPE in running them
- Install proprietary service tools, including installation of any required updates and patches
- Use the electronic data transfer capability to inform HPE of events identified by the software
- If required, purchase HPE-specified remote connection hardware for systems with remote diagnosis service
- Provide remote connectivity through an approved communications line



Customers may not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the proprietary service tools. If Customers have a mandatory right to do so under statute, they must inform HPE in writing prior to making such modifications. Customers must have rightfully acquired the license for any underlying firmware that will be covered under these services.

HPE's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HPE, as well as the accuracy and completeness of any information and data the Customer provides to HPE.

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

HPE reserves the right to audit Customer's installed base to verify compliance with these terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with auditor's costs being at HPE's expense). If a software license audit reveals underpayments, then Customers will pay to HPE such underpayments. If underpayments discovered exceed 5% of the contract price, Customers will reimburse HPE for the auditor costs.

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

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

- Services required due to failure to incorporate any system fix, repair, patch, or modification provided by HPE
- Services that, in the opinion of HPE, are required due to unauthorized attempts by third-party 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 HPE, are required due to improper treatment or use of the products or equipment
- Services required due to failure of the Customer to take avoidance action previously advised by HPE
- Backup and recovery of the operating system, other software, and data
- Installation of any Customer-installable firmware and/or software updates
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems
- Any architecture optimization, performance tuning and performance-related issues
- Nonstandard usage of HPE hardware or software, or usage thereof in contradiction with HPE recommendations
- Unless otherwise included in Collaborative Support and Collaborative Assistance; support of third-party hardware or software running on or connected to the HPE product
- Formal or informal training of technical concepts (including virtualization) required to administer or operate HPE products
- Any services not clearly specified in this document

General technical guidance is limited to general usage, technical, and HPE best practice advice for HPE products where there are no dependencies on specific Customer environment or deployment unique configurations. Any specific advice required that is pertinent to the Customer's unique implementation requirements are outside the scope of these services and may be purchased separately.

HPE designates firmware updates as Customer installable or noncustomer installable. Designation of updates are product and/or update specific. See product service and maintenance manuals and firmware update release notes for more information.

Due to the integrated nature of complex solutions given the interdependencies between hardware, firmware, and software, HPE recommends that Customers separately purchase combined firmware, driver, and software updates. Firmware updates to solutions performed by Customers are at Customer's risk and any assistance associated with the upgrade process or issues resulting from an upgrade is subject to HPE time and materials rates. For further information, contact a local HPE sales office or HPE sales representative for detailed information.

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



The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for properly sanitizing or removing data from products that may be replaced and returned to HPE as part of the repair process to ensure the safeguarding of the Customer's data. For more information on Customer responsibilities, see the HPE Media Handling Policy at hpe.com/mediahandling.

Customers must not be a covered entity or business associate under the U.S. Health Insurance Portability and Accountability Act (HIPAA), and that they will not be creating, receiving, maintaining, or transmitting protected health information. If Customers determine that they are a covered entity or business associate, Customers must notify HPE and the parties agree to negotiate a mutually agreeable business associate agreement.

To the extent HPE processes personal data on Customers' behalf in the course of providing the services, the HPE Support services—Data Privacy and Security Agreement found at hpe.com/info/customer-privacy.html shall apply.

CUSTOMER RESPONSIBILITIES

Hardware products must be in good operating condition, as reasonably determined by HPE, to be eligible for placement under support. Customers must also maintain eligible HPE products at the latest HPE specified configuration and revision levels.

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

Customers will ensure that an authorized representative present when HPE provides support at their site.

Customers will provide HPE access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, Customer resources, and facilities as reasonably determined necessary by HPE to service the products; and other access requirements described in the relevant data sheet. If Customers fail to provide such access, resulting in HPE's inability to provide support, HPE shall be entitled to charge them for the support call at HPE published service rates. Customers are responsible for removing any products ineligible for support, as advised by HPE, to allow HPE to perform support. If delivery of support is made more difficult because of ineligible products, HPE will charge Customers for the extra work at HPE published service rates.

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

Upon HPE request, Customers will be required to support HPE remote resolution efforts. Customers will:

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

Customers will connect hardware products covered under support with cables and connectors (including fiber optics, if applicable) that are compatible with the system according to the manufacturer's operating manual.

Any HPE recommendations, best practices, or general technical guidance provided is based upon information provided by the Customer with the intention to assist Customer in the areas outlined in [General technical guidance](#) and is provided at HPE's discretion. Any implementation of HPE recommendations or HPE best practices is outside the scope of these services. HPE recommendations, HPE best practices and general technical guidance is general in nature and should be tested by the Customer for applicability to their environment or through additional services available through HPE.

So that Customers can reconstruct lost or altered files, data, or programs, they must maintain a separate backup system or procedure that is not dependent on the products under support.



If requested by HPE, Customers will implement temporary procedures or workarounds provided by HPE while HPE works on a permanent solution.

Customers will notify HPE if they use products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require Customers to maintain such products under HPE supervision and may postpone service until they remedy such hazards.

SMART SPARES BOX

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

Customer responsibilities

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

Additional limitations

The Smart Spares Box is considered a proprietary service tool as defined in HPE's support terms, including any supporting material.

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

SERVICE UPDATE NOTIFICATIONS

HPE may update or alter service features and functionality of this service. Customers who register online for this service will receive notifications about updates and changes through the online Customer support portal or via the [HPE Pointnext Tech Care webpage](#).

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. Where the service on the base product is no longer purchasable, HPE Pointnext Tech Care may be sold on add-ons and upgrades to facilitate support coverage of the add-ons and upgrades under the base product service provided the service coverage windows align.

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

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



Data sheet

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

- HPE Pointnext Tech Care Critical SVC (HU4A3Ax)
- HPE Pointnext Tech Care Critical wDMR SVC (HU4A4Ax)
- HPE Pointnext Tech Care Critical wCDMR SVC (HU4A5Ax)
- HPE Pointnext Tech Care Essential SVC (HU4A6Ax)
- HPE Pointnext Tech Care Essential wDMR SVC (HU4A7Ax)
- HPE Pointnext Tech Care Essential wCDMR SVC (HU4A8Ax)
- HPE Pointnext Tech Care Basic SVC (HU4B2Ax)
- HPE Pointnext Tech Care Basic wDMR SVC (HU4B3Ax)
- HPE Pointnext Tech Care Basic wCDMR SVC (HU4B4Ax)

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

FOR MORE INFORMATION

For more information on HPE Pointnext Tech Care service or other support services, contact any of our worldwide sales offices or visit the following website: hpe.com/services/support.

LEARN MORE AT

hpe.com/services/techcare

Make the right purchase decision.
Contact our presales specialists.



Chat



Email



Call



HPE support



Get updates



© Copyright 2021 Hewlett Packard Enterprise Development LP. The information contained herein is subject to change without notice. The only warranties for Hewlett Packard Enterprise products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. Hewlett Packard Enterprise shall not be liable for technical or editorial errors or omissions contained herein.

This data sheet is governed by the Hewlett Packard Enterprise current standard sales terms, which include the supplemental data sheet, or, if applicable, the Customer's purchase agreement with Hewlett Packard Enterprise.

The HPE Pointnext Tech Care datasheet is made available to Customers in multiple languages to facilitate the general understanding of the service, features, or provisions. Except where local law requires the translated version to take precedence, in case of a conflict the English version controls the definition and deliverables of the service.

a00108652ENW, August 2021, Rev. 1