



HP Solution Management Services for Service and Portfolio Management

Realize and sustain the value of your HP software Solution.

Overview

HP Solution Management Services for Service and Portfolio Management (the “Service”) is a six (6)-month service that provides hands-on break/fix, proactive, operational, and enhancement services for in-scope HP Software Product Solutions (“Solution”). The Service is complementary to HP Software Support and is comprised of four categories:

- **Reactive services:** Assistance with incidents and issues identified in the implemented Solution
- **Advisory services:** Planning for regular Solution updates
- **Operational services:** Ongoing operation of the Solution
- **Enhancement services:** Continuous enhancement of the Solution

The Service is available between 8AM to 5PM US time zones, Monday through Friday, excluding bank, public, and HP holidays. All cases outside the covered window are logged for the next business day (“Coverage Window”).

Service approach

The Service is performed by a team of HP Software Professional Services consultants (“HP SMS Team”) that may work at both your location and off-site locations.

The HP SMS Team should be mobilized prior to the production cut-over of the managed Solution or while the implementation and/or existing application management staff are available so that knowledge transfer and operational readiness activities can occur effectively.

The first month of service includes a Transition Phase and Steady-State Phase commencement.

Transition Phase

The HP SMS Team will start this phase with an engagement kickoff to walk through the service, set expectations, and set processes for service request, work prioritization, and escalation.

This Phase focuses on knowledge transfer from the implementation and/or existing application management staff to the HP SMS Team. In addition, standard operational procedures for ongoing service management are defined. The HP SMS Team will monitor and validate service level objectives (“SLOs”) to prepare for the Steady-State Phase.

Steady-State Phase

During this Phase, the HP SMS Team will perform activities as defined in the Steady State Service section. SLOs are managed against defined targets. If SLOs are not met or a specific problem and the ensuing resolutions are not in accordance with defined criteria as specified in the Service Level Objectives section, you have the option to escalate to the appropriate higher-level service delivery manager to address your concerns.

The HP SMS Team will work in a self-directed manner following established processes and policies to deliver the Service. However, your managers have ownership of overall priorities to direct the delivery of the Service. The HP SMS Team will provide recommendations and inputs to overall priorities, and, when necessary, formally communicate concerns, dependencies, and risks should the HP SMS Team disagree with your directives for the delivery the Service.

Case Management

The Customer’s Service Management system (“CSM”) will be the system used to request Services. HP Software Support Online (“SSO”) will continue to be the system used to request HP Software Support. You will:

- Create suitable categorization, users, and assignment groups for the Service in the CSM
- Ensure that the HP SMS Team has necessary access and provide them training on CSM usage as part of the Transition Phase
- Engage The HP SMS Team by assigning cases to the Service users/assignment groups in the CSM
- Generate and provide data extracts to the HP SMS Team as requested, to support operational reporting

Solution Components

Solution components that are in scope for the Service are one of the following:

- HP Project and Portfolio Management (“HP PPM”)
- HP Service Manager (“HP SM”)
- HP Asset Manager (“HP AM”)

Steady-state services

Reactive Service

Provides request-based assistance with incidents and issues for the custom-tailored and third-party Solution components. This offering works with the standard HP Software Support and third-party support offerings for the Compatible Software that you have purchased under a separate agreement. This Service responds to incidents, including:

- Qualify logged cases to confirm correct categorization. Work to restore service as quickly as possible in the case of outages
- Provide troubleshooting assistance to help analyze and identify root causes that are difficult to reproduce
- Deliver fixes or feasible workarounds to resolve defects found in custom/integration code for the supported Solution

- Engage HP Software Support if root cause is isolated to the core product. In this case, standard HP Software Support standard processes will be used to request workarounds or fixes
- Facilitate case escalation if required
- Customer activities:
 - Request Services by logging a case as described in the Case Management section
- Provide detailed information related to the defect to aid in analysis and resolution
- Evaluate, implement, and validate provided fixes in development and test environments. Follow your change management process to promote fixes to a production environment (if applicable)
- Recurring operations such as verifying production system, and ensuring that interfaces are up and scheduled and system tasks are executing as planned
- Check the HP Software Support web site for application-related news, including critical issues, updates, or alerts, etc.

Enhancement Service

Continuous improvement is delivered through the implementation of Low Complexity Enhancements. These enhancements require up to 40 hours of effort to implement to the Solution. Low Complexity Enhancements are generally enabled by configuring the existing Solution to modify functionality. Minor-Minor software version updates may also be evaluated through the Solution Enhancement process to determine if they can be applied.

Advisory Service

This Service provides the following:

- Quarterly patch management
- Analyze patches and provide a patch deployment plan that includes recommendations of patches to install
- Provide schedule guidance for applying patches in a consolidated manner to minimize impact and outage
- Assist you in analyzing unexpected impacts after a recommended patch is applied and validated in a development or test environment

Operational Services

The following request-based activities are common to Solution operations:

- Maintain in-scope configurations by executing configuration changes delivered through reactive or enhancement services
- Install HP Software patches for the Compatible Software based on the outcome of patch management activities as defined in Advisory Services section
- Respond to technical questions / tickets / issues that may be related to navigation, common browser problems, user setup, permission configuration
- Administer security, users, profiles, and permissions
- Restart application services when requested in conjunction with patch application, configuration migration, infrastructure maintenance, backups and restores, etc.
- Apply new license keys provided by you

Technical Account Management

The HP SMS Team includes a part-time Technical Account Manager who provides leadership to the HP SMS Team, focusing on the quality of service and proactive activities, including:

- Engage you to initially establish the governance framework, support processes, and operating model during the Transition Phase. Address any modifications during the Steady State Phase
- Facilitate governance of this data sheet and manage change orders
- Act as the first point of contact for issue escalation requiring management attention
- Assist the extended HP SMS Team and you with work prioritization and problem analysis
- Facilitate Solution reviews and collaborate with you to develop proactive plans to continuously improve and maintain the Solution
- Provide a monthly report on performance against service level objectives, including volume and status of Solution support cases, operational requests, and requested enhancements
- Identify problems, issues and/or recommendations
- Facilitate one (1) monthly session to review the monthly operational report with you
- Serve as your advocate within HP Software to drive the resolution of issues or escalations

Service level objectives

Case Volume

Following defines maximum case volumes and planned capacity for request-based activities.

	Cases per month	Maximum effort per case (hours)
Reactive Services	5	3
Operational Services	10	2
Enhancement Services	1	40

If the maximum service case volumes and/or planned capacity for a Solution Component are projected to exceed the monthly estimates, then:

- You and the HP SMS Team will prioritize and mutually agree on the service cases that can be addressed for the remainder of the month

or

- You will order additional services in a separate contract to increase capacity for a specific period. Lead time is required to increase capacity.

A separate order to increase capacity for a specific period will be required if maximum service case volumes or planned capacity by Solution Component is exceeded by more than 5% on a monthly basis for two (2) consecutive months

Response Time Goals

Response time goals are provided as typical initial response times to service cases within the Coverage Window. Actual response time may vary.

The following table defines the First Technical Contact Response Time (“FTC”) goals. FTC is the time period from when a service case is submitted to when the HP SMS Team makes direct contact with you to investigate or respond to the case. Next steps may include additional investigation to duplicate or determine the nature of the problem, identification of an action plan for resolution, or fulfillment of the service request.

Severity	Severity Definition	FTC Objective
		9x5 local business hours and business days
1: Critical	Service Outage; Supported Solution completely unusable or inaccessible. Impact is total disruption of work or prevention of a business critical action. No work around available.	2 business hours
2: High	Major Service Failure; Supported Solution is operational but highly degraded. Major impact on usage to some or all end users. Partial workaround may be available.	6 business hours
3: Medium	Supported Solution is operational but is experiencing an issue that impacts system functionality for some or all end users. Acceptable workaround or resolution exists. Also applies to higher priority operational service requests.	8 business hours
4: Low	Minor problem, enhancement, operational, question or documentation request.	1 business day (next business day)

Cases for Operational Services should be logged with a Medium or Low Severity. These requests may need further prioritization based on other work and capacity.

Cases for Enhancement services should be logged with a Low Severity.

The HP SMS Team may recommend modifying case severity based on the definitions outlined above.

Reactive Services Resolution Guidelines

For critical and high-severity incidents, the case is considered resolved when service is restored, while the underlying root-cause of the issue may still be open. If an underlying root-cause requires a patch or software fix, this will be handled as a separate case with a corresponding priority. Such patches/fixes may rely on HP Software Support, but at times may rely on software support from third-party vendors, in which case resolution will be dependent on the service agreement with the third-party vendors. Reactive cases are closed by the HP SMS Team when the incident has been solved and the corresponding answer or resolution has been provided to you. A workaround may be acceptable as the final resolution if there is no or low impact on the use of the Solution.

Customer responsibilities

This section describes HP and your general responsibilities relative to the Service. HP's ability to fulfill its responsibilities relative to this Service is dependent upon you fulfilling the customer responsibilities described below and elsewhere herein.

- Assign a Service Sponsor who:
 - Is available to the HP SMS Team throughout the term of Service
 - Acts as an escalation point when conflicts cannot be resolved by your Service Manager

- Assign a Service Manager who is the single point of contact for HP:
 - Authorized to make all decisions relative to the Service, including identification and assignment of your resources
 - Available to the HP SMS Team throughout the term of the Service
 - Authorized to approve service changes and establish your priorities
 - Acts as the primary recipient of reports
 - Coordinates your resources and activities, including interviews and meeting schedules
 - Facilitates your internal processes
- Assign managers and other personnel, as appropriate and as required by HP, to work with the HP SMS Team throughout the term of the Service. Typical roles and responsibilities are listed below but may be updated as required during the engagement:
 - Provide all staffing for network, security, computer operations, application development for integrated applications, infrastructure and server support, data base administration
- Respond to the HP SMS Team requests to validate database and server performance statistics, address issues, and implement recommended changes
- Provide and maintain a valid development and test environment to test Solution changes
- Prepare test plans and identify resources to validate and test Solution changes
- Notify and prepare end users for Solution changes

Limitations, exclusions, assumptions

- This service does not contemplate the sale of products. Any sale of products requires a separate agreement.
- HP and you acknowledge that successful execution of the Service will require full and mutual good-faith cooperation. Where agreement, approval, acceptance, consent, or similar action by either party is required by any provision of this service, such action will not be unreasonably delayed or withheld. Customer agrees that to the extent its failure to meet its responsibilities results in a failure or delay by HP in performing its obligations under this service, HP will not be liable for such failure or delay.
- Any Services not documented in this data sheet are considered outside the scope of this service. This service does not include the creation of deliverables.
- The location where onsite portions of the Service will be performed will be determined before the start of the engagement. Any change to the delivery location after the start of the engagement will require a separate order to cover resource travel expenses.
- The Service is not a replacement for HP Software Support for the Compatible Software. You must have an active HP Software Support agreement that covers the Compatible Software.
- The Service requires that knowledge transfer (including provision of adequate written documentation) occur in the Transition Phase between the team who implemented and/or is currently supporting the in-scope Solution and the HP SMS Team.
- In the event that the root cause of an issue affecting the supported Solution is due to a problem in an out-of-scope Solution component, you will be responsible for resolving the root cause.

- You are responsible for maintaining third-party support contracts for all components, including those in the Compatible Software, which are directly or indirectly required for successful operations of the supported Solution and are out of scope of this Service.
- You are responsible for all tasks relating to components not in the supported Solution and out of scope of this Service.
- Activities outlined within each service component will be executed based on the workload, bandwidth, and prioritization of the work requests.
- Requests to support new tools, Solution components, or integrations not already defined in Solution Components section are out of scope.

Terms

This offering consists of a consulting and training effort and is governed by the HP Customer Terms. All capitalized terms used in this Data sheet, but not otherwise defined, will have the meaning assigned to them in the Terms. For purposes of this Data sheet, “services” mean consulting, integration, professional services or technical services performed by HP under this Data sheet. Services excludes hardware maintenance and repair, software maintenance, education services, or other standard support services provided by HP; software as a service; managed print services; and outsourcing services.

Acceptance of Deliverables occurs upon delivery.

Hiring of Employees. You agree not to solicit, or make offers of employment to, or enter into consultant relationships with, any HP employee

involved, directly or indirectly, in the performance of services hereunder for one (1) year after the date such employee ceases to perform services under the terms of this Data sheet. You shall not be prevented from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such HP employees.

Authorization to Install Software. During the provision of services, HP may be required to install copies of third-party or HP-branded software and be required to accept license terms accompanying such software (“Shrink-Wrap Terms”) on your behalf. Shrink-Wrap Terms may be in electronic format, embedded in the software, or contained within the software documentation. You hereby acknowledge that it is your responsibility to review Shrink-Wrap Terms at the time of installation, and hereby authorizes HP to accept all Shrink-Wrap Terms on its behalf.

Intellectual Property. HP may provide HP tools, templates, and other pre-existing intellectual property of HP during the course of providing services (“HP Pre-existing IP”). HP Pre-existing IP does not include, nor is considered a part of, either the Deliverables or HP software products. HP retains all intellectual property ownership rights in such HP Pre-existing IP. All HP Pre-existing IP is HP Confidential Information. HP Pre-existing IP may be governed by additional license terms that are embedded in the HP Pre-existing IP.

Payment and validity

Invoices for these services will be sent monthly. You agree to pay invoiced amounts within thirty (30) days of the invoice date. This is a fixed

price service and unused hours are not refunded. If applicable, you must schedule delivery of the offering to be started within a period of one (1) year from the date of purchase. Notwithstanding the previous sentence, HP’s obligations to deliver the offering under this Data sheet are considered fulfilled and your rights of receipt of the offering under this Data sheet will expire one (1) year from the date of purchase.

Pricing for the offering may vary by country.

Cancellation

To avoid a Cancellation Fee as defined herein, you shall notify HP in writing of cancellation or rescheduling at least twenty (20) business days prior to the next monthly invoice period. Invoicing occurs in arrears. Cancellations or rescheduling with less than twenty (20) business days notification will incur 100% of the invoice period monthly fee (“Cancellation Fee”).

Change in scope

Changes in scope are not allowed. You can request additional or different services, if available and at additional cost, through a statement of work or change order.

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