

Supplementary Terms and Conditions and Description of Services – Annex ZB-LB-G Version 2016 – Revised 08/2016

Hewlett Packard Enterprise (HPE) provides product support services in accordance with these Supplementary Terms and Conditions and Description of Services, with the current, valid version of the Service datasheets and with the HPE Customer Terms - Support.

1. HPE SERVICE

The HPE Service may consist of the following services:

HPE Foundation Care Portfolio

HPE Proactive Care Portfolio

HPE Datacenter Care Portfolio

The services agreed in each case are listed in the system note. Further information about the items that form part of our services can be found in the individual datasheets. The datasheets can be found on our website at the following address: www.hpe.com/de

2. SUPPLEMENTARY TERMS AND CONDITIONS

- 2.1 Unless otherwise agreed, the Service Contract will have a term of 12 months. It will be automatically renewed each time for a further 12 months unless the contract is terminated by either party 1 month before the current term expires.
- 2.2 If HPE intends to amend the Service Contract at the time it is renewed, HPE will give written notice to the customer in good time to advise it accordingly. In such cases, the customer will be entitled to terminate the Service Contract within one month of receiving the notification amending the Service Contract. If notice of termination is not given, the Service Contract will be renewed under the amended conditions for 1 year.
- 2.3 Where multi-year contracts are extended, multi-year discounts will only apply to the extension period if the contract is renewed for two or more years.
- 2.4 HPE may cease to provide support for products and certain support services which are no longer part of the support package offered by HPE after providing written notice of 60 days, unless anything different is arranged in writing. In this case, the support fees paid in advance for a certain support period will be reimbursed pro rata, deducting any compensation payment which may have been agreed in writing.
- 2.5 If the supported products (hardware or software) are non-HPE products, the following restrictions will apply:
 1. HPE is entitled to cancel third-party products from a service contract with notice of 3 months if HPE verifies that the support agreement with the manufacturer or the support partner for the product in question has ended or is due to end within the next 3 months.
 2. Patches or update licenses may not be provided for some third-party software products.

3. SCOPE OF Mature support

3.1 HPE Mature Hardware Onsite Support Service

(HE808AC) is offered for selected products that HPE has removed from the maintenance cycle worldwide. The precondition is that the products must previously have been covered by HPE Hardware Support. It is possible that HPE may not be able to resolve all problems fully or restore the product to an unlimited operational state within the HPE Mature Hardware Onsite Support Service. HPE reserves the right to cancel this support without notice at any time if it no longer seems sensible to continue to provide it.

4. SCOPE OF SOFTWARE SUPPORT SERVICES

4.1 TELEPHONE SUPPORT BY THE HPE SOLUTION CENTER



- 4.1.1 Telephone Support
Telephone Support includes all software versions that are still supported by the original producer. HPE will provide telephone advice to the customer's qualified contact person on queries relating functionality and possible use of the software covered by the customer service agreement and will support him/her in identifying, dealing with or resolving problems which arise. Troubleshooting may be accelerated with the customer's permission through the use of remote diagnostics, provided the technical requirements for this are in place. The customer will give HPE an accurate description of the symptoms of the malfunction which has been discovered.
Service windows: depending on the type of contract, it may be on working days, Monday to Friday, 8 AM to 5 PM, or up to 24 hours, 7 days a week. The service window which is agreed in each case is specified in the system note.
The standard response time is 2 hours. Response times may vary for certain products. Further details can be obtained from the versions of "Foundation Care", "Software Support 9x5 and 24x7", "Proactive Care", "Proactive 24", "Proactive Select", "Datacenter Care", "Critical Service" and "Mission Critical Partnership" that apply at the time the current order is issued.
- 4.1.2 Multi-system support
This support must be contractually concluded for every product for which telephone software support is to apply. This also applies to HPE application software and certain third-party software; in this case, support must also be contractually concluded for every product on which the supported software is used.
- 4.1.3 HPE Prior Software Version Support Services (HJ903AC and HJ904AC)
These services provide technical remote support for selected older products and older versions of HPE software. Furthermore, they may be available for selected third-party products which are supported by HPE. Earlier versions of software products are versions which are no longer current and which are thus also not covered by the standard software support. Prior version support is based upon software which is generally still being further developed by HPE or by another producer. Software update support services are available for current versions, if required.
- 4.1.4 HPE Mature Software Support Services (HJ905AC and HJ906AC)
These services provide technical remote support for fully developed (mature) HPE software products. Furthermore, they may be available for selected third-party products which are supported by HPE. Fully developed (mature) software products are current software products which are no longer being further developed for subsequent versions. There is no HPE Software Updates Service available for mature products.
- 4.1.5 Sustainable Engineering Support (HJ903AC and HJ905AC only)
HPE has established formal escalation procedures for Prior Software Version Support or HPE Mature Software Support services which contain sustainable engineering; this has been done with a view towards resolving complex problems easier. HPE Management coordinates the escalation of problems. To this end, the expertise of HPE developers, as well as that of selected development groups from other production companies, is used in an effort to resolve problems.

5. SCOPE OF NETWORK SUPPORT SERVICES

(HA162AC)

The customer services include remote network troubleshooting and locating the disturbance source within the network environment defined in the customer service agreement. A disturbance will be isolated by HPE until the problematic component, connection route or telephone connection has been identified, and until the connection can be tested through to its interface card.

Within the agreed network environment, HPE will provide support with software and configuration problems for network components, provided HPE is the authorised support provider for these products. Locating connection problems will be limited to identifying the connection route between the components.

The services for software products will be extended to include telephone support for software and configuration problems affecting network-related parameters. This affects the systems which are used within the network environment defined in this customer service agreement.

Problem management is part of a network support contract. With authorisation from the customer, HPE will coordinate all on-site and remote maintenance activities with the customer's service providers, up to the point at which problems are resolved. However, HPE will not assume any legal responsibility for the services provided by third parties.

The network support tool used by HPE will be operated via a customer's own line. HPE will retain ownership, as well as all rights.

6. REQUIREMENTS

6.1 GENERAL REQUIREMENTS

- 6.1.1 If the customer allows the support for hardware products to expire, HPE will invoice the customer additional costs in order to resume support, or will request the customer to carry out certain hardware or software upgrades.
- 6.1.2 HPE may ask the customer to use certain hardware and/or software systems and network diagnostics and maintenance programs (proprietary service tools), as well as certain diagnostic tools which may be integrated into the customer's system as part of that system. Proprietary service tools are and will remain the sole and exclusive property of HPE and will be provided "as seen". Proprietary service tools may be located on the customer's systems or at the customer's facilities. The customer may only use these tools during the term of a valid support contract and only to the extent permitted by HPE. The customer may not sell, transfer, assign, cede or pledge the proprietary service tools, or otherwise encumber them with third-party rights or relinquish them. When the support ends, the customer will return the proprietary service tools or permit HPE to remove them. Customer will also be required to:
- allow HPE to keep the Proprietary Service Tools resident on his 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;
 - purchase HPE-specified remote connection hardware for systems with remote diagnosis service if required; and
 - provide remote connectivity through an approved communications line
 - Customer may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Proprietary Service Tools. If you have a mandatory right to do so under statute, you must inform HPE in writing prior to making such modifications

7. RESTRICTIONS

7.1 GENERAL RESTRICTIONS

- 7.1.1 Multi-Vendor Support: HPE will also provide support services for certain other third-party products. The services will be provided in line with the existing warranty regulations for this non-HPE product. HPE may cease to provide support services for these products if the manufacturer or licensor ceases to provide support services to HPE.
- 7.1.2 For products or systems not covered by maintenance for more than 30 days or that are no longer covered under a guarantee, HPE may invoice the customer on a retrospective basis for the support that no longer takes place, if the customer wishes to conclude a Support Contract.
- 7.1.3 In the case of support of non-HPE systems, the customer has no entitlement to the supply of firmware updates from HPE.
- 7.1.4 Relocation and impact on support: Relocation of any products under support is customer's responsibility and is subject to local availability and fee changes. 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.

7.1.5 Services which are not included; the scope of performance does not include:

- Program development
- Encoding
- Identification of encoding problems
- Consulting
- Integration / initial training
- Irrespective of the cause of any data loss, the recovery of lost data is not included in the contractual services
- Support in the commissioning of new networks and re-/first configurations of products within the network environment
- Work based on interface problems between HPE products and third-party products which are not covered by any customer service agreement
- Data backup
- Rectifying problems caused by force majeure or external influences, such as:
 - Incidents of war of any kind
 - Unrest
 - Nuclear energy
 - Wilful intent on the part of the customer
 - Negligence
 - Operator error
 - Wilful intent or vandalism
 - Other external influences
- Customer service work which is necessitated by the fact that devices are operated under conditions (for example, dirt, deviation from the recommended room temperature or relative humidity) or using accessories or consumables (for example, cartridges, printing paper, disposable or rechargeable batteries, etc.) which do not conform to the specifications indicated by HPE or the manufacturer.
- Replacement of (device-specific) consumables (e.g. ink cartridges, print heads, toner, disposable or rechargeable batteries, etc.). Consumables and wearing parts will be subject to the standard terms of warranty

8. CUSTOMER RESPONSIBILITIES

8.1 Licenses and Update

Customer may purchase available product support for HPE branded products only if he can provide evidence that he has rightfully acquired an appropriate HPE license for the products, and he may not alter or modify the products unless authorized by HPE at any time. Customer's right to use firmware and software updates ("Updates") provided under HPE Support or warranty or if otherwise made available to customer is co-extensive with his license to the underlying product. However in addition:

- Customer may not use Updates to provide services to third parties
- Customer may not make copies and distribute, resell or sublicense Updates to third parties
- Customer may not copy Updates or make them available on a public or external distributed network
This means that customer may not copy Updates for products that are not under support by HPE
- Customer may not allow access to Updates on an intranet unless it is restricted to authorized users
- Customer cannot make copies of and distribute Updates on devices that are not supported by HPE
- Customer may only make one copy of the Updates for archival purposes or when it is an essential step in authorized use
- Customer may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Updates. If customer has a mandatory right to do so under statute, he must inform HPE in writing prior to making such modifications
- HPE may terminate customer's license to use the Updates upon written notice if customer fails to comply with these terms
- If customer authorizes a third-party to act as his agent and download Updates on customer's behalf, using his entitlement, customer is strictly and wholly liable for his agents' adherence to the terms of customer's contract with HPE, including these license terms. In addition, all parties must execute HPE's agency agreement to allow for such access by the third party.

8.2 Audit



HPE may audit customer`s compliance with these terms (under “Licenses and Updates”). 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 customer will pay to HPE such underpayments. If underpayments discovered exceed five percent of the contract price, customer will reimburse HPE for the auditor costs.