HP ValuPacks are standardized consulting engagements with pre-defined customer deliverables that focus on administering your HP computer system. ValuPacks are specifically designed to complement HP's contractual and per-incident support portfolios. ValuPacks offer the fastest quotation and delivery possible, with flexible billing options including credit cards, authorizing signatures and purchase orders. ValuPacks provide rapid, affordable, high-quality consulting services that complement an in-house system administrator's abilities and extend their capabilities.
Proprietary Notice

Restriction on Use and Disclosure of Proposal and Quotation Information Data -

The information contained in this HP ValuPack Consulting Description has been furnished on a confidential and restricted basis. It is to be used for the sole purpose of evaluating Hewlett-Packard Company as a provider of the goods and/or services described herein and shall be returned upon request. It is furnished in confidence with the understanding that it will not, without the prior written permission of Hewlett-Packard, be used or disclosed for other than evaluation purposes; provided, however that in the event a contract is awarded on the basis of this ValuPack Consulting Description, the customer shall have the right to use and disclose this Information to the extent provided in the contract. Hewlett-Packard represents only the HP products and services as set forth herein, and makes no representations, warranties, guarantees, or commitments for any third-party products or services.

Return of this proposal to Hewlett-Packard Company using email or FAX transmission will constitute legal acceptance of the deliverables and terms or the proposal, provided the HP ValuPack Order Form has been completed by the Customer.
1.0 Overview:

1.1 Request:

The customer or purchaser as identified in the HP ValuPack Order Form to this ValuPack Consulting Description, hereinafter the Customer, has requested that the HP Services Solution Center, hereinafter HP, provide the HP Installation Services ValuPack for HP-UX patch analysis and installation service.

1.2 Installation Overview:

HP Installation Services ValuPack is part of a suite of deployment services designed to provide a quick response to your need for additions and reconfigurations to your organization’s IT infrastructure while giving you the peace of mind that comes from knowing your hardware and software products from HP and selected third parties have been installed in a professional manner by a highly skilled HP service professional.

HP Installation ValuPack provides for the installation and configuration or reconfiguration, of HP branded servers, desktop systems, networking and software products, as well as HP-supported software from other vendors. This service also covers the installation of additional software into your existing system or environment, or the installation of software updates as they are made available.

1.3 Method of Delivery:

___XX_____ Remote          ______ On-Site (at the Customer’s location)

2.0 Agreement:

2.1 General:

This HP ValuPack Consulting Description, together with the Hewlett-Packard Company Terms and Conditions of Sale and Service, HP Services Per Event Support, HP ValuPack Consulting & Short-Term Consulting Warranty constitute the entire agreement (“Agreement”) between the parties with respect to its subject matter.

The Customer’s additional or different terms and conditions will not apply.

HP ValuPack Consulting services will be provided or arranged by HP.

The Customer must have an active Software support contract with HP. The products updated through this service will be limited to only the HP licensed products found on the customer’s Software Support agreement.

2.2 Geographic Availability:

This HP ValuPack Consulting service is currently available in the United States and Canada.
2.3 Eligibility:
Only products that are sold by HP or an HP authorized reseller are eligible for HP product installation.

Any exiting system or environment into which a product is to be installed or a system is to be reconfigured under the terms of this ValuPack must be covered by a current HP service contract.

All Hewlett-Packard Company software licensed by Hewlett-Packard Company or the original manufacturer and supported by HP may be eligible for service under an HP ValuPack. Unless otherwise specified in this document, the software and the system(s) on which it is installed must be properly maintained at the latest major revision level, including Engineering Change Orders (Patches and updates) and must contain at least the minimum hardware and prerequisite software as specified in the applicable Software Product Description (SPD) or product documentation in the absence of the SPD.

3.0 Customer Responsibilities:
As part of this agreement the Customer will be responsible for the following:

• Assign a designated Customer Project Manager who, on behalf of the Customer, will grant all approvals, provide information, and otherwise be available to assist HP to facilitate the delivery of this service.

• Customer Project Manager to be available for the duration of the ValuPack via direct telephone access, pager access, or telephone messaging with a guaranteed response time of not more than thirty minutes.

• Ensure the availability, at all times during an installation or reconfiguration service, of one or more individuals who have responsibility for managing the network environment.

• The Customer will provide HP with details on the current configuration and topology information including hardware platform(s), operating system(s) and application(s).

• The Customer will maintain a current backup copy of the operating system, network system, development programs, and all other applicable software programs, data and files.

• Assure HP that all products serviced by this HP ValuPack are properly licensed to the Customer.

• Provide fully privileged access to the system(s) on which this ValuPack consulting service will take place via dial-in facilities or other remote access method, acceptable to HP, as required to support remote communications for the Customer’s system(s) and/or environment.

• Provide information and data as requested by the assigned HP Service Professional, Technical Support Engineer, or Consultant.

• Immediately notify HP in the event of changes to equipment configuration and/or changes to software products installed on the system(s) to be services by this ValuPack.
• Provide full and unconditional access to any source code associated with the delivery of this ValuPack.

• For remote service which requires HP to access the Customer’s system(s), obtain, install and demonstrate as operational, and at no cost to HP, any modems or other necessary Customer or third-party owned and/or maintained equipment and or software to assure HP a secure electronic connection to the Customer’s environment, which could affect the ability of HP to fulfill its obligation(s) of this HP ValuPack consulting service.

• Ensure that all site preparation, power supply compatibility requirements, and other specified service prerequisites are met

• Ensure the availability of all hardware, firmware, and software the HP Service Professional will need in order to deliver an installation or reconfiguration service

• Place any HP and multivendor products to be installed under the terms of this service in the immediate area where they are to be installed

• Coordinate service deployment on third-party–maintained hardware and software (if applicable) with HP

• Provide a suitable work area for delivery of the service, including access to an outside telephone line, power, and any network connections required

4.0 HP Responsibilities:

As part of this agreement, HP will provide the following HP Installation ValuPack Standard Deliverables:

• HP will review the Customer’s purchase of the HP ValuPack, in accordance with information the Customer provides on the attached HP ValuPack Order Form.

• HP will schedule delivery of the ValuPack following receipt of completed HP ValuPack Order Form and following HP’s acceptance of the order, in accordance with standard business practices and at the earliest possible date according to staffing levels of the HP Service Professional, Technical Support Engineer or Consultant providing the consulting service. Typically installation services are scheduled no earlier than three business days following purchase and order acceptance.

• Providing all services between the hours of 8:00 AM and 5:00 PM local time, Monday through Friday, excluding HP published holidays. “After hours” delivery may be available pending resource availability.

• Provide the ValuPack consulting services of an HP Service Professional, Technical Support Engineer, or Consultant proficient in the service and products associated with the ValuPack. Request for ValuPack services occur directly with the end-user customer.

• Provide a Custom Installation Plan of any software or software updates that are delivered by this service, as listed here:
  o Verification that all installation prerequisites have been satisfied
  o Verification of customer’s computing environment associated with this installation. Verification may include the HP witness of a system reboot, as to confirm system stability
- Document system and network settings and/or parameters that need to be included in the environment following the installation
- Installation of patch evaluation utility and retrieval of results
- Installation of applicable software patches
- Document environment configuration that needs to be maintained following the installation

- Provide a Custom Installation:
  - Verify pre-installation prerequisites
  - Verify system stability via system reboot (if necessary)
  - Install patch evaluation utility and retrieve results for analysis
  - Install all applicable patches
  - Configure any required system and network configurations and parameters
  - Configure installation in accordance with the requirements documented in the installation plan
  - Verify proper installation of the software patches
  - Provide the customer with an installation orientation to include one or more of the following:
    - Documentation of the installation
    - List of all patches installed
    - Documentation of configuration or reconfiguration
    - Information on product usage (instructional or documentation)
    - Document any special features of the installed patches
    - Provide answers to customer’s questions regarding the patches installed

- Perform a patch analysis from data gathered from evaluation utility.

**HP Installation ValuPack Optional Deliverables:**

The following optional deliverables are available for specific customer requirements:

- **After Hours Installation:** Just for the customers who require that the installation be performed at times other than standard business hours (Monday through Friday between 8AM and 5PM, excluding HP published holidays).

- **Emergency Installation Response:** This option is for those occasions when the **onsite installation** is required earlier than three business days following the Customer’s purchase and HP’s order acceptance of the HP Installation ValuPack.
5.0 HP ValuPack Considerations, Restrictions, and Constraints:

The following considerations, restrictions, and constraints are applicable to the delivery of this HP ValuPack:

- All services will be provided according to the hours stated under “HP Responsibilities’ and ‘Cost of ValuPack” herein.

- All software, hardware, and firmware encountered in the delivery of this HP ValuPack must adhere to the minimum hardware and software requirements as specified in the applicable Software Product Description (SPD) and its addenda and/or requirements or recommendations of the manufacturer(s).

- If security restrictions apply to any or all Customer systems to be supported by this ValuPack, the Customer may be required to assume additional responsibilities for maintaining the system and/or software.

- Any installation service being provided as part of this ValuPack is limited to the most current version of software and/or firmware.

- If HP is unable to complete the deliverables specified in this HP ValuPack Consulting Description within thirty (30) days following commencement of this ValuPack service, due to the Customer’s failure to meet its obligations, the ValuPack will be considered completed and will be invoiced.

- Delays caused by any failure of the Customer to meet the ‘Customer Responsibilities’ will be charged at the prevailing HP US Solution Center consulting rate for time and materials.

- The ability of HP to deliver this ValuPack is dependent upon the Customer’s full and timely cooperation with HP, as well as the accuracy and completeness of any information and data the Customer may provide HP.

- HP 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 the work required to address service prerequisites or other requirements not met by the Customer.

- Defective hardware, as identified during the installation, will be referred to the Customer’s hardware warranty or hardware support agreement.

- The Customer is responsible for contract the vendor for repair or replacement of defective third-party products not supplied or supported by HP.

- The following services are not included under this agreement, unless specifically included elsewhere in this document:
  
  - Use of any tools providing electronic access to Hewlett-Packard Company. Electronic problem submittal and access to electronic databases may be available through a support contract. The Customer may already have such a contract in place.
  
  - Customer modifications to the HP supported software or hardware
  
  - Software product media, documentation, licenses, and license updates
  
  - Services outside of the contracted hours of coverage
  
  - Services required due to improper treatment or use of the equipment or software by other(s) then HP.
- Services required due to unauthorized attempts by other than HP personnel to repair, maintain, or modify the equipment and/or software
- Services required due to causes external to the Hewlett-Packard Company maintained equipment and/or software
- Individual hardware products that cannot, in the opinion of HP, be properly repaired due to excessive wear or deterioration. These products may be withdrawn from service upon applicable prior notice
- Individual software products that have been discontinued or reclassified as “Customer Supported.” These products may be withdrawn from service upon applicable prior notice
- Code, code examples, commands, sample commands or modifications to code or commands
- Service deployment (installation) on hardware not covered by an HP warranty, HP service agreement or third-party service agreement
- Resolution of hardware-related problems encountered during verification testing, unless covered by an active warranty or HP hardware service agreement
- Any service not clearly specified in this document.

- HP must qualify the intended HP9000 system as a prerequisite to the purchase of HP-UX Patch Analysis and Installation Service. This can be done through a telephone interview with a system administrator, or by receiving, running and returning a data collection script that HP can provide via email or ftp.
- This service requires that a current recovery archive be created with a current version of the HP Ignite-UX utility. It is the customer’s responsibility to create this archive before patch installation. HP can create this recovery archive for the customer, with the purchase of VP515 - HP-UX make_tape_recovery service.
- Scheduling requires a minimum 2-day advance notice for this service.
- Patch installation requires sufficient free space available on root drive. It is customer’s responsibility to provide this free space on the target system. If there is insufficient free space on the root drive for the patch installation, HP can assist with creating it, at additional costs.
- A rebuild of the existing kernel configuration and a system reboot will be required prior to patch installation. This is to insure the integrity of the existing kernel.
- The target system must be available for potentially multiple reboots throughout patch installation. Patch installation success cannot be guaranteed if the reboot cannot take place upon completion of the installation.
- A liberal maintenance window should be approved in the event that the system has to be recovered by using the Hp Ignite-UX recovery archive. The decision to rollback to the recovery archive is the responsibility of HP.
- HP will not install superceded or recalled patches identified as of the date the patch media is generated.
- HP will resolve patch status and dependencies during the analysis phase of the engagement.
• The HP-UX patch analysis and installation service is limited to one target system. HP may deliver this service for additional systems for additional charges.

6.0 Acceptance of HP ValuPack Deliverables:
As this HP ValuPack consists of professional advice, technical support services, and/or packaged consulting, there is no Acceptance Test Plan, acceptance test, or formal acceptance included.
The HP ValuPack will be considered completed by HP and accepted by the Customer when one or more of the following criteria have been satisfied:
• HP has completed its obligations and deliverables of the HP ValuPack as detailed under HP Responsibilities herein
• Forty-five (45) days following acceptance of the ValuPack Order by HP
• Twenty-one (21) days following commencement of the delivery of the ValuPack.

7.0 Cost of HP ValuPack:
HP Services, US Customer Solution Center, Custom Projects Program is pleased to offer this HP Installation Services ValuPack at the following costs (quoted in US currency):

<table>
<thead>
<tr>
<th>Software Update Installation Services</th>
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<tbody>
<tr>
<td>Enterprise</td>
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<tr>
<td>M-F, Business Hours</td>
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<tr>
<td></td>
</tr>
<tr>
<td>ALL other days &amp; times</td>
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Em ergency Installation Response
Specifically for those customers requiring an onsite installation to commence earlier than three (3) business days following the Customer’s purchase and HP’s order acceptance. Please contact the HP Services Customer Solution Center for pricing and availability.

NOTES:
• Hours based on customer’s local time for onsite and delivery site time for remote effort.
• Service is subject to applicable Federal, State and Local Taxes.
• Non-fixed price costs are estimates only. In the event of a potential cost overrun, the Service Professional, Technical Support Engineer, Consultant or third-party vendor will contact the Customer as soon as such potential is detected, and the change management process will be invoked.
8.0 HP ValuPack Consulting Warranty:

Hewlett-Packard Company Terms & Conditions of Sale & Service [E16] and HP Support Services [SS5], together with this HP ValuPack Consulting Description, defines Hewlett-Packard Company’s service delivery obligation for Per HP ValuPack Consulting provided by the HP Services U.S. Customer Solution Center (HP). HP shall determine the category of labor required, based on the technical complexity of the service or consulting requested, as described in this HP ValuPack Consulting Description, and assign HP Service Professional(s), Technical Support Engineer(s), Consultant(s) or a third-party vendor accordingly.

The HP ValuPack Consulting provided is in the nature of professional assistance and advice. HP warrants that the service will be performed in a good workman-like manner. However, HP does not warrant or guarantee in any form or manner the results and/or achievements of the service provided. The service does not include advice or conclusions about the ultimate state of operation or security of the Customer’s system(s). HP is not responsible for the work or activity of any non-Hewlett-Packard Company personnel.

Except for the express warranties stated herein, Hewlett-Packard Company disclaims all warranties, including all implied warranties of merchantability and fitness for a particular purpose, and the stated express warranties are in lieu of all obligations or liabilities on the part of Hewlett-Packard Company arising out of or in connection with the performance of the service or consulting.

9.0 Signature and Acceptance Confirmation:

The Customer’s signature indicates the customer’s acceptance of this HP Installation Services ValuPack Consulting Description and its governing Terms and Conditions.

Receipt of a valid form of payment, as indicated on the attached order form, constitutes authorization for Hewlett-Packard to schedule and deliver the work as specified herein, as well as to issue invoice(s) in accordance with Section 6.0, Acceptance of HP ValuPack Deliverables.

Please complete the HP Installation Services ValuPack Order form and return it to Hewlett-Packard at the address or via fax below. Upon our acceptance of this engagement, Hewlett-Packard will sign and return a copy to your attention.

Hewlett-Packard Company
20 Perimeter Summit Blvd., M/S 914
Atlanta, GA 30319
Attention: HPES

Phone: 888-376-HPES (4737)
Fax: 888-374-HPES (4737)
10.0 Product Selection:

Please indicate in the section below and return with ValuPack Order Form:

(1) the products to be installed

(2) preferred day and time of installation (allow time for the pre-installation activity)

(3) customer support contract ID

(4) Emergency Response necessity

<table>
<thead>
<tr>
<th>Products to be installed</th>
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<table>
<thead>
<tr>
<th>Day &amp; Time you would like to schedule the installation</th>
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<table>
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<tr>
<th>Your support contract ID, obligation ID or system handle</th>
<th></th>
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<table>
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<tr>
<th>Do you require an emergency response?</th>
<th>NO</th>
<th>Same Day</th>
<th>Day-One</th>
<th>Day-Two</th>
</tr>
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<tbody>
<tr>
<td>(circle one)</td>
<td></td>
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to customer: please complete the following information and fax this form back to:

name ___Kim Foney_____    fax # (888) 374-4737

delivery location

customer contact
contact phone no.
company name

invoice/billing location

company name
invoice address

delivery address

customer contact
company name
contact phone no.

customer information

tax information:  taxable
  tax exemption # _________
  (attach copy of certificate)

system information

system model
current os revision
desired os revision
remote support modem enabled?  yes  no

product information

valupack number
charge amount
quantity ordered

start date ____________  end date _______________

system model
valupack number
U3650AA – VP520

payment information

payment method: do not enclose payment. please select one of the following:

[ ] please send invoice (for use with purchase order)
NOTE: a purchase order will only be accepted for amounts over $500.00.

[ ] customer signature authorization

[ ] please charge to my credit card:  ___ visa  ___ mastercard  ___ am. express  ___ discover

  card number
  exp. date

  authorized signature
  cardholder name (type or print)

service authorization and terms and conditions:
services are subject to hp terms and conditions of sale and service, exhibit e16.
payment is due 30 days from hp’s invoice date.
customer’s signature on this form constitutes authorization for hp to invoice customer for the above referenced services.

authorized customer signature

printed name
date

authorizing hp signature (for acceptance)

printed name
date