I. OVERVIEW:

A. REQUEST:
The Customer or Purchaser as identified in the HP ValuPack Acceptance and Billing Information sections of this HP ValuPack Consulting Description, hereinafter the Customer, has requested Hewlett-Packard Company, HP Services, US Customer Solutions Center, hereinafter HP, provide the two-day Introduction To Tru64 UNIX Storage Seminar ValuPack.

B. SITE OF DELIVERY: This educational opportunity will be conducted at a selected HP facility

II. AGREEMENT:

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

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

B. GEOGRAPHIC AVAILABILITY:
This ValuPack Consulting service is currently available in the United States.
C. ELIGIBILITY:
All Hewlett-Packard Company software properly licensed by Hewlett-Packard Company or the original manufacturer and listed on the published HP Supported Product List(s) may be eligible for service under a HP ValuPack. Unless otherwise specified within 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 and must contain at least the minimum hardware and prerequisite software specified in the applicable Software Product Description (SPD) or product documentation in the absence of an SPD.

III. CUSTOMER RESPONSIBILITIES:
As part of this agreement the Customer, will be responsible for the following:

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

- The Customer will provide HP with details on the current configuration and topology information including hardware platforms, operating systems, and applications.

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

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

- Provide fully privileged access to system(s) on which the ValuPack consulting services 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 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 to be serviced by this ValuPack.

- Provide full and unconditional access to any source code associated with this service.

- For remote service which requires HP to access the Customer’s system(s), obtain and 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 it’s obligation(s) of this HP ValuPack consulting service.

Hewlett-Packard Company believes the information in this publication is accurate as of its publication date; such information is subject to change without notice. Hewlett-Packard Company is not responsible for any inadvertent errors. Hewlett-Packard Company conducts its business in a manner that conserves the environment and protects the safety and health of its employees, customers, and the community.

HP is a trademark of Hewlett-Packard Company Copyright Services provided, information is protected by copyright.
IV. HP RESPONSIBILITIES: As part of this agreement, HP will be responsible for the following:

- HP will review the Customer’s purchase of the ValuPack, in accordance with information the Customer provides in Section IX herein.

- HP will schedule delivery of the ValuPack following receipt of the Customer’s acceptance and purchase of this ValuPack and following HP acceptance of the purchase, in accordance with standard business practices and at the earliest possible date according to staffing levels of the HP Service Professional or Technical Support Engineer providing the consulting.

- HP ValuPack deliverables can be performed during business working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding HP holidays, unless otherwise stated herein. After hours rates may apply in the event that this engagement is to take place after normal business hours.

- Provide the ValuPack consulting services of an HP Service Professional(s), Technical Support Engineer(s) or Consultant(s) proficient in the service and products associated with this ValuPack to serve as course facilitator, focusing on Tru64 UNIX Storage.

- Provide the facilities, systems, equipment, classroom space, course materials, and laboratory exercises.

- Provide hard copy of course materials.

- Provide all registered course participants confirmation of registration.

- In the event of insufficient interest and registration in a schedule course, HP will provide notification of course cancellation two weeks prior to the scheduled course commencement. Such notice will be provided by means of telephone contact and/or email notification.

V. PROJECT CONSIDERATIONS, RESTRICTIONS AND CONSTRAINTS:

The following considerations, restrictions and restraints are applicable to this project:

- All services will be provided according to the hours stated under HP RESPONSIBILITIES and COST OF PROPOSAL herein.

- Course participants must register in advance for this educational opportunity and pay the tuition in full at time of registration (purchase orders accepted).

- HP may require a minimum number of course participants in order to conduct the course.

- Tuition is not prorated for course participants who do not attend the entire course.
VI. ACCEPTANCE OF 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 and accepted when one or more of the following criteria have been met:

1. HP has completed the educational opportunity.
2. HP has provided the Customer with appropriate notice of course cancellation.
3. The Customer has provided HP with cancellation of registration.
4. Customer is determined to be a “No Show” as defined in Section IV.

VII. COST OF PROPOSAL: HP Services Customer Services, US Customer Solution & Support Center, Custom Projects Program is pleased to offer this HP ValuPack at the following costs (quoted in U.S. currency):

Labor: FIXED PRICE: $1200 per course participant
- Monday through Friday: 8:00 AM – 5:00 PM, Excluding HP-published holidays
- All other days/times 25% uplift

NOTES
1. Hours based on delivery site time.
2. Service is subject to applicable Federal, State and Local Taxes
3. Non-fixed price costs are estimates only. In the event of a potential cost overrun, the HP Service Professional or Technical Support Engineer will contact the Customer as soon as such potential is detected.
VIII. HP Services Per Event Support, HP ValuPack Consulting & Short-Term Consulting Warranty:

<table>
<thead>
<tr>
<th>Per Event Support, HP ValuPack Consulting &amp; Short-Term Consulting Warranty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hewlett-Packard Company Terms &amp; Conditions of Sale &amp; Service [E16] and HP Support Services [SS5], together with this Customer Service Description, Proposal, Statement Of Work, or HP ValuPack Consulting Description, defines Hewlett-Packard Company’s service delivery obligation for Per Event Support, HP ValuPack Consulting, and/or Short-Term Consulting provided by the HP Services U.S. Customer Solutions 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, Statement Of Work or Per Event Customer Service Description, and assign HP Service Professional(s), Technical Support Engineer(s), Consultant(s) or a third-party vendor accordingly.</td>
</tr>
</tbody>
</table>

The Single Per Event Support Service, HP ValuPack Consulting, or Short-Term 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.
IX. PROPOSAL ACCEPTANCE:

______________________________________               ______________________________
Authorized Name (please print)                                  Authorized Signature

This consulting offer expires five (5) business days from date of issue.

_____________________________________
Purchase Order Number

Project subject to final acceptance by HP Services U.S. Customer Solutions Center.

_____________________________________
Date Authorization Returned

_____________________________________
HP Acceptance

HP Date Accepted

BILLING INFORMATION:

Billing Information to be completed by Customer

VP009 HP ValuPack Consulting

Company Name:
Billing Address:
Authorized by:
City, State, ZIP:

Purchase Order Number: _____________   PO Amount: $________________

Tax Exempt: Y/N    Tax Exempt Certificate #: ______________________

NOTE: All projects may be paid using MasterCard, VISA, American Express, or Discover. However, ALL projects priced at $300 or less must be paid using a credit card.

CREDIT CARD INFORMATION:

Credit Card (select one): Note: American Express Purchase Cards are not accepted.
    _____ Master Card       _____ VISA    _____ American Express      _____ Discover

Card holder’s Name: _________________________________    Exp. Date: _______________
(please type or print)

Credit Card Number: ______________________________   QR-SMVCP-BB-VP009   SRQ:________________________