HP ValuPack Consulting Description

This document is the property of Hewlett-Packard Company and 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.

Return of this proposal to Hewlett-Packard Company using email will constitute legal acceptance of the deliverables and terms of the proposal, provided the Proposal Acceptance section has been completed by the Customer.

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 Solution Center, hereinafter HP, provide the Tru64 UNIX 5.x Cluster Configuration & Management Workshop ValuPack.

B. METHOD OF DELIVERY:

_____XX____ Remote      __________ On-Site

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.
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.

- Providing all services between the hours of 8:00 AM and 5:00 PM EST/EDT, Monday through Friday, excluding HP published holidays. "After hours" support may be available pending resource availability.

- Provide the ValuPack consulting services of an HP Service Professional(s), Technical Support Engineer(s) or Consultant(s) proficient in Tru64 UNIX 5.x Cluster Configuration & Management Workshop as the facilitator for this five-day (5) seminar.

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.

- All software, hardware, and firmware encountered in the delivery of this 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 support being provided as part of this project is limited to the most current available version or software and 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, 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 Customer Support Center Consulting rate for time and materials.
The following services are not included under this agreement, unless specifically included elsewhere within this document:

- DSNlink®, DIA®, WIS® or other electronic access to Hewlett-Packard Company. Electronic problem submittal and access to electronic databases is available through contract support. The customer may already have such a contract in place.
- Customer modifications to the HP supported software or hardware.
- Software product media, documentation, 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) than HP.
- Services required due to unauthorized attempts by other than HP personnel to repair, maintain, or modify the equipment or software.
- Services required due to causes external to the Hewlett-Packard Company-maintained equipment 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, which have been discontinued or reclassified as "Customer Supported." These products may be withdrawn from service upon applicable prior notice.
- Any Onsite service, unless otherwise specified elsewhere in this proposal.
- System performance tuning, unless otherwise specified elsewhere in this proposal.
- Code or code modifications.

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:
- HP has completed its obligations and deliverables of the ValuPack as detailed under ‘HP Responsibilities’ herein.
- Forty-five (45) days since HP acceptance of the ValuPack.
- Thirty (30) days since commencement of the ValuPack delivery.
VII. 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>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

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

Fixed Price: $3,000.00 per workshop participant

NOTES
1. Hours based on customer’s local time for onsite and delivery site time for remote effort.
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.
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 Solution Center.

_____________________________________
Date Authorization Returned

_____________________________________
HP Acceptance

_____________________________________
HP Date Accepted

BILLING INFORMATION:

VP013 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-VP013   SRQ:________________________

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.