HP ValuPacks are standardized consulting services, provided by HP Solution Center Service Professionals, with pre-defined custom deliverables that focus on administering your HP computing environment.

ValuPacks are specifically designed to give you a selection of rapid, affordable, high-quality services that complement your HP support agreement and expand your in-house technical resource capabilities.

ValuPacks offer the fastest quotation and delivery possible, with flexible billing options and streamlined ordering.
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.

Hewlett-Packard Company believes the information in this document is accurate as of its publication. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors contained herein or inadvertent omissions.

HP Support Services are governed by country-specific HP Terms and Conditions of Sale and Service or HP Care Pack Support Service Agreement Terms and Conditions.

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 of the proposal, provided the HP ValuPack Order Form has been completed by the Customer.

Please see our web site for a complete menu of available per event services at

http://www.hp.com/hps/perevent
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 Solution Center, hereinafter HP, provide the HP-UX Recovery Service from Fbackup Media ValuPack.

1.2 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 country-specific 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.

HP reserves the right to assign or subcontract to third parties any and all services detailed in this HP ValuPack Consulting Description.

The Customer must have an active Software support contract with HP or have a valid support contract with a third-party and accept all responsibility for support services required during the delivery of this HP ValuPack.

It is preferred that the Customer have a valid HP Services support agreement on the environment on which this consulting will take place. In the event that the Customer does not have the preferred HP Service Agreement, the Customer will assume responsibilities for all services available under a service agreement and be assessed a non-contract access fee.

2.2 Availability:

HP Solution Center per event consulting (HP ValuPack Consulting) is provided based on the availability of technical service professionals.

2.3 Eligibility:

Only products that are sold by HP or HP branded products sold by an HP authorized reseller are eligible for this HP ValuPack.

It is preferred that the Customer have an active Software support contract with HP Services for the computing environment on which this consulting will take place. Alternatively and at additional costs, the Customer may have a valid support contract with a third-party and
accept all responsibility for support services which may be required during the delivery of this consulting. If no current service contract is in place, a pre-installation remote inspection, and/or additional consulting, may need to be purchased to return the system or environment to a fully supported configuration.

All Hewlett-Packard Company software properly licensed by Hewlett-Packard Company or the original manufacturer and supported by HP Services may be eligible for HP ValuPack consulting. 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 (patches & 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 an SPD.

3.0 Customer Responsibilities:

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

- Assignment of a designated Customer Project Manager, who on behalf of the Customer, will grant all approvals, provide information, and otherwise be available to assist HP in facilitating the delivery of this consulting via direct telephone access, pager access, or telephone messaging with a guaranteed response time of not more than thirty minutes.
- Provide HP with details on the current configuration and topology information including hardware platform(s), operating system(s) and application(s).
- 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.
- Ensure that all site preparation, power supply, compatibility requirements, and other specified service prerequisites are met.
- Coordinate with HP any service deployment on third-party-maintained hardware and/or software when applicable.
- 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.

4.0 HP Responsibilities:

As part of this agreement, HP will be responsible for the following:

- Verification that desired data is recoverable from the backup media.
- Verification of the target filesystem’s ability to read and write.
- Restore either one filesystem or individual files from a single filesystem.
- Verification that the data has been restored from tape successfully.
- Review the Customer’s purchase of the HP ValuPack, in accordance with information the Customer provides on the HP ValuPack Order Form.
- 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 data according to staffing levels of the HP Service Professional, Technical Support Engineer or Consultant providing the consulting service.
- Provide 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 this ValuPack.

5.0 HP ValuPack Considerations, Restrictions, and Constraints:

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

- HP must qualify the intended HP9000 system as a prerequisite to the purchase of HP-UX Recovery Service from Fbackup Media. 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 offers recoverability from media created with the HP-UX Fbackup utility. Media created with any utility, other than fbackup, is not covered.

- This service is dependent on the viability of the provided media. HP will be unable salvage data from a corrupt or bad fbackup archive.

- Data to be restored should not be in use at the time of the restore. This will make for a more efficient data restore event. If at all possible, applications that use the data should be stopped.

- Customer must provide on-site assistance, to change the tape media in the event of a multi-tape recovery. HP will not be responsible for monitoring when to change tape media on multi-tape recoveries.

- This service is limited to one complete filesystem or as many individual files as the LINE_MAX value will allow. (See LINE_MAX in /usr/include/limits.h for line limits).
Multiple instances of this ValuPack can be purchased, if more individual files need to be restored than LINE_MAX allows. All services will be provided according to the hours stated under “HP Responsibilities” and “Cost of ValuPack” herein.

- 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.

- Problems arising from interoperation with product(s) not support by HP are outside the scope of this service.

- 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 contacting 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:
  
  o 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.

  o Customer modifications to the HP supported software or hardware

  o Software product media, documentation, licenses, and license updates

  o Services outside of the contracted hours of coverage

  o Services required due to improper treatment or use of the equipment or software by other(s) then HP.

  o Services required due to unauthorized attempts by other than HP personnel to repair, maintain, or modify the equipment and/or software

  o Services required due to causes external to the Hewlett-Packard Company maintained equipment and/or software
o 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

o Individual software products that have been discontinued or reclassified as “Customer Supported.” These products may be withdrawn from service upon applicable prior notice

o Code, code examples, commands, sample commands or modifications to code or commands

o Service or consulting delivered at the Customer’s location

o Service deployment (installation) on hardware not covered by an HP warranty, HP service agreement or third-party service agreement

o Resolution of hardware-related problems encountered during verification testing, unless covered by an active warranty or HP hardware service agreement

o Service or consulting delivered at the Customer’s location

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 Customer Services, US Solution Center and Custom Projects Program are pleased to offer this HP ValuPack at the following costs (quoted in US currency):

<table>
<thead>
<tr>
<th>Consulting</th>
<th>Standard Business Hours</th>
<th>Non-Standard Business Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>HP-UX Recovery Service</td>
<td>$ 500 per system</td>
<td>$650 per system</td>
</tr>
<tr>
<td>from Fbackup Media</td>
<td></td>
<td></td>
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</tbody>
</table>

NOTES:
• Hours based on customer’s local time for onsite and delivery site time for remote effort.
• Standard Business Hours are Monday through Friday, 8Am to 5PM, excluding HP holidays.
• 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:

<table>
<thead>
<tr>
<th>Per Event Support, HP ValuPack Consulting &amp; Short-Term Consulting Warranty</th>
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</thead>
<tbody>
<tr>
<td>Hewlett-Packard Company country-specific Terms &amp; Conditions, together with this HP ValuPack Consulting Description, defines Hewlett-Packard Company’s service delivery obligation for HP ValuPack Consulting provided by the HP Services U.S. 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.</td>
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</tbody>
</table>

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 Acceptance:

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

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

Please complete the HP ValuPack Order form and return the complete HP ValuPack Consulting Description to Hewlett-Packard at the email address, FAX, or postal address listed on the HP ValuPack Order form. Upon our acceptance of this engagement, Hewlett-Packard will sign and return a copy to your attention, indicating HP’s acceptance of your order.