



HP SOFTWARE SUPPORT TRANSACTION DOCUMENT

SUPPORT OFFERINGS AND ADDITIONAL TERMS

Foundation (9x5 and 24x7) and Premier Support Features

HP SUPPORT TERMS

In addition to HP's standard terms and conditions (the "Agreement") the following terms are applicable. Capitalized terms not otherwise defined in this HP Software Support Offerings and Additional Terms document are defined in the Agreement. For purposes of this document HPSW means all products sold as part of the BTO (Business Technology Optimization) and IM (Information Management) businesses.

Definitions:

1. **HP Software Support**
The support of HP Software (does not include, OpenCall Software, firmware and operating system software associated with hardware).
2. **Updates**
Support includes all Updates, which shall be deemed Software when made commercially available by HP, its assignee or a successor. "Update" means (i) bug fixes, patches and maintenance releases and (ii) "version upgrades", i.e., new product releases denoted by a change to the right of the first decimal point (e.g., v6.0 to v6.1) and new major version releases denoted by a change to the left of the first decimal point (e.g., v6.0 to v7.0) that are generally made available by HP, its assignees or successor, to customers with active and current support contracts.
3. **Major Version**
"Major Version" means a version of the Software that includes major enhancements or new functionality and, which is denoted by a change to the left of the first decimal point (e.g., v6.0 to v7.0).
4. **Minor Version**
"Minor Version" means a functional enhancement of the Software denoted by a change to the right of the first decimal point (e.g., v 6.1 to 6.2).
5. **You and Your**
"You" and "Your" refer either to an individual person or to a single legal entity.
6. **Third-Party Software Products**
Third Party software is deemed any product or support that does not bear a trademark or service mark of Hewlett-Packard Company or any Hewlett-Packard Company Affiliate.

SUPPORT DELIVERABLES

HP Software Support—specifications and features

Feature	Delivery specifications
License to use and copy software product Updates	You receive the license to use and copy the software product Updates to the same extent as granted by the original software license. The license terms shall be as described in the HP software licensing terms corresponding to Your prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software Updates provided under this support offering.
Software product and documentation Updates	As HP releases Updates to certain select HP Software, the latest revisions of the software and reference manuals are made available to Your system manager. For certain products, You may be able to select from a choice of media types. Through this support offering, an access code, license key or instructions for obtaining an access code or license key is also provided to You when required to install or run the latest software revision.
Online software support	HP provides unlimited access to an electronic facility that includes a knowledge database with known symptoms and solutions, software product descriptions, specifications and technical literature. HP may also make available certain software patches for HP software, which will be posted in this electronic facility for You to access. For select third-party software, any patches, along with instructions on how to obtain the patch through



HP SOFTWARE SUPPORT TRANSACTION DOCUMENT

	the original software manufacturer, will be provided by HP when and if such patches are made available through the original software manufacturer.
Self-Solve	If available for the specific Software, You will receive a 24x7 intelligent response via the web within minutes of original case logging or knowledge-based query. Expanded search parameters enable flexible search methods that are easy to use. Your search attempts are carried to case history, allowing engineers to identify the problems.
Access to technical resources	You can access HP's technical resources via Software Support Online, telephone, or fax (where locally available) for assistance in resolving software or operations problems.
Problem analysis and resolution	HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help You identify problems difficult to reproduce. You receive assistance in troubleshooting problems and solving configuration problems.
Remote access	At HP's option and with Your approval, HP may use selected remote access tools, such as a telephone support tool, to facilitate problem solving. The use of these tools allows HP to work interactively with Your organization and to remotely diagnose Your problem. You can choose to use any of the selected tools to assist in the resolution of support problems. Only HP-provided/approved tools are to be used as a part of this feature.
Escalation management	HP has established formal escalation procedures to solve complex software problems. Local HP management coordinates problem escalation, rapidly enlisting the skills of key problem solving experts throughout HP and with select third parties
Software features and operational support	HP provides information on the latest product features, known problems and available solutions, and operational advice and assistance.
Software Update Manager	If available for the specific Software, a portal enables You to have online access to Your support contracts, manage Your profile and immediately download new Updates.
Installation advisory support	Should You encounter difficulties while performing a product installation, HP provides advisory support. This includes advice on proper installation methods and updating of stand-alone applications as well as support for products installed in a network environment. This support feature does not include down-loading of complete software packages or walking You through an installation, advanced configuration or performance tuning from start to finish. These support features are available to You for an additional charge and can be purchased separately from us.
Coverage window	The support offering coverage window specifies the time during which Your calls may be logged. <ul style="list-style-type: none"> • 9x5—Standard business hours, standard business days. Support is available between 8 a.m. and 5 p.m., Monday through Friday, excluding HP holidays. Calls received and answered outside this support window will be logged the next day for which You have a support window. Response is based on the location of Your support contract. • 24x7—Support is available 24 hours per day, Monday through Sunday, including all bank, public and HP holidays.

HP Software Support—General Provisions and Limitations

Software Updates	
General provisions	Distribution of certain Third-Party Software Product Updates, license agreements and/or license keys may be made directly from the third-party vendor to Your organization.
Software Support	
Non-HP software	HP will support specified Versions of selected non-HP software, but will not support the software any longer than the vendor supports such Versions.
Standard response time	"Response Time" goals are provided as typical initial response times to support requests. HP will use commercially reasonable efforts to meet response time goals. Response time goals in no way create a legal requirement or obligation for HP to always provide such response in the stated time.
Severity Levels	Response times vary by the following customer defined severity levels: <ul style="list-style-type: none"> • Severity Level 1 (Critical) – There is an issue that makes a critical application totally unusable. Your business is severely impacted. • Severity Level 2 (Serious) – There is an issue that makes a portion of a solution's key functionality highly unstable and/or unusable. Your business is significantly impacted. • Severity Level 3 (Standard) – There is an issue that needs to be resolved, but primary functionality to critical and key solutions is not impaired. Issue has a low impact to Your overall business. • Severity Level 4 (Low) – There is no impact to critical or key solutions, and primary functionality is not impaired. The issue has no impact to Your overall business, or You have a request for an enhancement to the application.
Term Licenses	Access to HP Support Centers for term license software may be limited to electronic access only.



HP SOFTWARE SUPPORT TRANSACTION DOCUMENT

HP SUPPORT PLANS

Foundation (9x5 and 24x7)

HP 9x5 and 24x7 Software Support provides software support and access to HP Response Centers. HP Response Center engineers work with Your IT team to provide advice on software features and use, problem diagnosis and resolution, software defect identification and access to patches. 24x7 Software Support requires an additional fee.

Software Updates are provided and HP also makes available new revisions of selected HP software and selected HP-supported Third Party Software Products, software patches and reference manuals. This includes the license to use and copy new revisions of software products to the extent allowed by the original software license.

HP Software Support provides electronic access to comprehensive support information that allows Your IT staff to locate essential product and support information. For Third-Party Software Products, this is subject to the availability of such information electronically from the vendor.

Premier Support Features

HP Software Premier Support offers a flexible package of proactive and enhanced reactive deliverables, managed by either a Named Response Center Engineer (“NRCE”) and/or a named HP Software Enterprise Support Manager (“ESM”) assigned to Your account. A NRCE is Your assigned technical resource with an in-depth knowledge across select products. An ESM is Your assigned Alliance Manager with a broad knowledge across the entire HP software portfolio. Premier Support requires an additional fee and is not available for all HP Software products.

HP SUPPORT PLANS

9 x 5	24 x 7	PREMIER
<ul style="list-style-type: none"> 9X5 phone-in assistance; available during business hours. 	<ul style="list-style-type: none"> 24x7 phone-in assistance; Differentiated response times from 9x5. Priority support response. Enhanced escalation process for 24x7 Severity Level 1 issues. 	<ul style="list-style-type: none"> Option of Enterprise Support Manager or Named Response Center Engineer. Pool of Engineers. Specialist team days. Requires subscription to either 9x5 or 24x7 phone-in assistance.

SUPPORT REQUEST SEVERITY AND RESPONSE TIME TABLE

The HP Support engineer will assess the severity of the request based on Customer’s description of the problem and assign a severity level as described in the criteria table below. HP Support response objectives are described in the table below.

	Severity 1	Severity 2	Severity 3	Severity 4
Target Response Time for 9x5	9x5: 2 hours	9x5: 6 hours	9x5: 8 hours	9x5: 1 business day
Target Response Time for 24x7	24x7: 1 hour	24x7: 4 hours	24x7: 6 business hours	24x7: 1 business day
Nature of Issue	<ul style="list-style-type: none"> Production system is down HP product is unusable resulting in total disruption of work or other critical business impact. No workaround is available 	<ul style="list-style-type: none"> Major feature/function failure Operations are severely restricted. A workaround is available 	<ul style="list-style-type: none"> Minor feature/function failure Product does not operate as designed, minor impact on usage, acceptable workaround deployed. 	<ul style="list-style-type: none"> Minor problem Documentation, general information, enhancement request, etc...



HP SOFTWARE SUPPORT TRANSACTION DOCUMENT

ADDITIONAL SUPPORT TERMS AND CONDITIONS

Additional Terms:

1. **End of Life Support**

HP will provide Support for the current and previous Minor Versions of the current Major release. HP will support the last Minor Version of a Major release for twenty-four (24) months from the date when a new Major Version becomes generally available. If HP discontinues Software and no later Version of same is commercially available from HP as an update under Support, provided that You have paid all applicable Support fees, HP will provide support for twenty-four (24) months from the date of HP's notice of such Software discontinuance

2. **Lapsed Support**

If You allow support to lapse, HP shall charge You all past support fees and may charge a fifteen percent (15%) penalty of the total past support fees to resume support. HP may further require You to perform certain hardware or software upgrades. You may re-enroll only upon payment of the following fees: (i) the annual support fee for the renewal term, (ii) one hundred percent (100%) of all annual support fees that would have been paid had You not terminated support offerings, and (iii) the fifteen percent (15%) penalty, if applicable.

3. **Cancellation**

You may choose to cancel Support or delete Products from Your Support contract effective at the Support contracts next renewal date upon sixty (60) days prior notice. Fee adjustments will become effective at the Software contracts next renewal date. HP may discontinue specific Support offerings no longer generally offered by HP upon sixty (60) days notice.

4. **Upgraded Versions**

For any new Versions of the Software delivered under support ("Upgraded Versions") HP authorizes You for a period of six months from the receipt of the License Entitlement Certificate ("Migration Period") for the Upgraded Versions, to Use both the earlier version and the Upgraded Version of the HP Software in conjunction with the migration of the HP Software. During the Migration Period, You shall only Use the HP Software to manage the same environment that is being currently managed using the earlier version. At the end of the Migration Period, Your license for the earlier version shall terminate.