

**PURCHASE AND INSTALLATION AGREEMENT BETWEEN
CITY OF TEMECULA AND HELIXSTORM, INC.**

LIBRARY INFRASTRUCTURE REPLACEMENT

THIS AGREEMENT is made and effective as of **January 28, 2025**, between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **Helixstorm, Inc.**, a **Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **January 28, 2025**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2026**, unless sooner terminated pursuant to the provisions of this Agreement.

2. PURCHASE AND SALE OF EQUIPMENT

On and subject to the terms and conditions set forth in this Agreement and the Agreement Documents, Contractor agrees to sell and install for the City **Technology Infrastructure at the Ronald H. Roberts Temecula Public Library** as more particularly described in Exhibit A, Scope of Work attached hereto and incorporated herein as though set forth in full (hereafter "Equipment").

3. PURCHASE / INSTALLATION PRICE

The Purchase Price which City agrees to pay to Contractor for the Equipment is **One Hundred Fifty-Four Thousand, Nine Hundred Sixty-Nine Dollars and Fourteen Cents (\$154,969.14)**. The Purchase Price is final and shall be paid by City to Contractor as outlined in Exhibit B, Payment Rates and Schedule.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

4. SCOPE OF WORK

Contractor shall Provide and install the equipment as described in the Scope of Work, attached hereto and incorporated herein as Exhibit A ("Work"). Contractor shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed by the City.

5. REPRESENTATIONS AND WARRANTIES OF VENDOR

Contractor makes the following representations and warranties to City:

a. Authority and Consents. Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or

consents of any persons are necessary in connection with Contractor's execution, delivery, installation and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, installation and performance of this Agreement by Contractor have been duly authorized by all necessary action on the part of Contractor and constitute the legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with their respective terms.

b. Title and Operating Condition. Contractor has good and marketable title to all of the Equipment manufactured and installed. All of the Equipment are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to all of the Equipment free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. All of the Equipment are in good operating condition, are free of any defects, and are in conformity with the specifications, descriptions, representations and warranties set forth in the Agreement Documents. Contractor is aware the City is purchasing the Equipment for use as **infrastructure to support Library systems** and that City is relying on Contractor's warranties that the Equipment is fit for this purpose and the ordinary purposes for which the Equipment is normally used.

c. Full Disclosure. None of the representations and warranties made by Contractor in this Agreement contains or will contain any untrue statement of a material fact, or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

6. PERFORMANCE

Contractor shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Contractor shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

7. CITY APPROVAL

All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of the City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance. City shall inspect the Equipment at the time and place of delivery. Such inspection may include reasonable tests and use of the Equipment by City. If, in the determination of City, the Equipment fails to conform to the Agreement IN ANY MANNER OR RESPECT, City shall so notify Contractor within ten (10) days of delivery of the Equipment to City. Failing such notice, the Equipment shall be deemed accepted by City as of the date of receipt.

8. TIME OF DELIVERY

The date and time of delivery of the Equipment shall be on or before **April 30, 2025**.

9. PLACE OF DELIVERY

The Equipment shall be delivered to this location: **Ronald H. Roberts Temecula Public Library, 30600 Pauba Road, Temecula, California 92592.**

10. REJECTION

In the event of such notice of non-conformity by City pursuant to the section entitled "City Approval" City may, at its option, (1) reject the whole of the Equipment and Installation, (2) accept the whole of the Equipment and Installation, or (3) accept any commercial unit or units of the Equipment and reject the remainder or the Installation. The exercise of any of the above options shall be "without prejudice" and with full reservation of any rights and remedies of City attendant upon a breach. In the event of such notice and election by City, City agrees to comply with all reasonable instructions of Contractor and, in the event that expenses are incurred by City in following such instructions, Contractor shall indemnify City in full for such expenses.

11. NO REPLACEMENT OF CURE

This Agreement calls for strict compliance. Contractor expressly agrees that both the Equipment and Installation tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Equipment or any part thereof pursuant to the Section entitled "Rejection" City may, but is not required to, accept any substitute performance from Vendor or engage in subsequent efforts to affect a cure of the original tender by Contractor.

12. INDEMNIFICATION

The Contractor agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

13. AGREEMENT DOCUMENTS

a. This Agreement includes the following documents, which are by this reference incorporated herein and made a part hereof: Scope of Work attached hereto as Exhibit A, Payment Rates and Schedule attached hereto as Exhibit B

b. In the event any term or condition of the Agreement Documents conflicts with or is contradictory to any term or condition of the Agreement, the terms and conditions of this Agreement are controlling.

c. In the event of a conflict in terms between this Agreement, the Request for Proposal (RFP) and/or the Contractor's response to the RFP, this Agreement shall prevail over the RFP and the Contractor's response to the RFP, and the RFP shall prevail over the Contractor's response to the RFP.

14. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event the Contractor is in default for cause under the terms of

this Agreement, the City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall service the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Contractor, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor's products and completed operations of the Contractor; premises owned, occupied or used by the Vendor. General liability coverage can be provided in the form of an endorsement to the Contractor Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

2) For any claims related to this project, the Contractor insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Contractor may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Contractor's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Contractor, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-: VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution, delivery, installation and performance of this Agreement.

17. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

18. PROHIBITED INTEREST

No officer, or employee of the City of Temecula shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Temecula has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. INDEPENDENT CONTRACTOR

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing

services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

20. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Helixstorm, Inc.
Attn: Aaron Schneider
27328 Via Industria
Temecula, California 92590

22. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

HELIXSTORM, INC.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Brenden Kalfus, Mayor

By:  _____
Aaron Schneider, Principal

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Helixstorm, Inc. _____
27238 Via Industria _____
Temecula, CA 92590 _____
Attn: Aaron Schneider _____
Phone: (951) 225-3493 _____
E-Mail: Aaron.Schneider@Helixstorm.com _____

EXHIBIT A

SCOPE OF WORK

The City will purchase from Contractor, the equipment and installation services to replace the existing technology infrastructure at the Ronald H. Roberts Temecula Public Library. The hardware is listed below, which includes servers, storage, network switches and other miscellaneous items. Contractor shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. Upon execution of the agreement, the City and Contractor will establish a project schedule for the delivery and installation of the equipment.



City Of Temecula

LIBRARY DATA CENTER REFRESH Statement of Work

Presented By:

Alan Roa
Alan.Roa@helixstorm.com
(951)816-6845

William Hiatt
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(951) 225-1456

Helixstorm Inc.
27238 Via Industria, Temecula, CA 92590
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This is a Statement of Work, (“SOW”) to the most recently signed MASTER SERVICES AGREEMENT (including any amendments thereto) between the parties (the “MSA”), entered into on the date indicated by the last signing party below (“EFFECTIVE DATE”) between Client Name and on behalf of itself (“CLIENT”) and Helixstorm Inc. a California corporation. All capitalized terms not otherwise defined in this SOW will have the meanings assigned to them in the MSA. This SOW is subject to the terms and conditions of the MSA provided however, in the event there is a conflict between the terms of the MSA and the terms of this SOW, the terms of this SOW shall prevail. Unless modified herein, all terms in the MSA shall remain unchanged and in full force and effect.



INTRODUCTION

Helixstorm is pleased to provide this statement of work to **The City Of Temecula**, under which Helixstorm will provide integration and migration support Services described herein. This Statement of Work is effective as of **November 11th, 2024** (the Effective Date). Helixstorm is pleased to submit this response to the City of Temecula RFP for the Library Data Center refresh.

Objective

The Objective of the Project is to replace the existing Storage device and migrate to a new HPE Alletra A5010H. We will be Implementing and migrating data from the current storage device to the new Alletra A5010H. We will be creating a rack Layout and prestaging any network configurations as needed.

We will be racking and stacking the 3 DHCI servers and the Alletra A5010H Array. Cabling will be done at best practices.

We will be evaluating and migrating the existing horizon environment. Ultimately deploying Horizon 8.x and configuring Horizon for best practices. We will create 5 desktop pools, test and validate the solution and test point to point network connectivity.

We will be configuring VEEAM integration to the new cluster and migrating the existing workloads to the new DHCI cluster. We will coordinate a cutover and migration of horizon desktops to the new DHCI solutions. We will work with COT to migrate the Teradici clients. We will provide cutover support upon deployment.

Upon successful migration of the data and workloads we will be shutting down the old storage hardware. We will review all phases of the project and address all deliverables and close out all tasks and complete with a project sign off.



HELIXSTORM – PROFESSIONAL SERVICES

The advantage of using Helixstorm Professional Services is proven by the successful implementations and satisfactory reviews received from its nation-wide customer base. This success is attributed to key deliverables that go above and beyond basic installations:

Project Management

Helixstorm approaches every project with a proven framework that starts with the initiation, moves into planning, execution and the closure phases of a project in order to deliver the best solution for its clients. Helixstorm Project Management is built around the proven PMI PMBOK Methodology, ensuring that the time spent on your project is efficient and effective. PMI PMBOK is a worldwide standard that allows us to deliver projects that:

- Ensures that Helixstorm is aligned with your best interest
- Assumes that we will manage the solution, ensures that it is easily maintained
- Leverages the best elements of PMI and Technology Partner methodologies
- “Right-sized” to your needs, not monolithic and complicated

Helixstorm will be responsible for the overall project management for this implementation. The assigned Project Manager is responsible for ensuring the successful delivery of client facing projects. They manage the overall portfolio of active projects and provide analysis including resource forecasts, project schedules, project economics, and customer expectations. They leverage Helixstorm resources throughout the project lifecycle to gather information needed to ensure that each project is delivered to its specific documented scope and within timelines mutually established with client.

Project Communications

Risk does exist in all technical projects. To mitigate potential risk in this project, Helixstorm will follow the following practices:

- Defined Milestones – Built into the project plan, these Milestones are designed to bring together all key stakeholders in the delivery of the technical solution to ensure agreement on the technical finding, detailed activities, work schedule, and interdependencies on the current production environment.
- Issue Management and Resolution - All issues discovered during the course of the project will be documented, logged into a central issues repository, and resolved in a timely manner. Issue Resolution documentation will be created for each issue logged. Issues that may pose a risk to the project will be escalated to the management teams for risk mitigation analysis.
- Project Management Meetings – Regular project management meetings will be held to evaluate the status, quality, and timeliness (in relation to the schedule) of the work delivery.



The project management team will evaluate on-going project risk as part of the project management process.

Project Schedule

Our skilled Project Manager will work with the team to develop a project schedule that is acceptable to your team, while also ensuring that the schedule will be well managed and that quality is not compromised during the implementation. They ensure that your team is aware of project status through strong written communications, regular project status meetings, management of the project schedule and report overall status of project health.

Project Billing

The Helixstorm “Professional & Managed Services Time Recording Policy” is designed to ensure a consistent, accurate, and timely process for recording the work of the client-serving staff, especially in the area of billable time for client work. As a company, Helixstorm “earns its living” from performing billable work for our clients. All members of the team understand that Time Recording is essential not only for Helixstorm purposes, but is the starting point for customer satisfaction and retention due to its input to the billing process. The assigned Project Manager will monitor the budget closely and will be responsible for identifying and resolving all budgets and invoicing issues.

Progress Meetings and Reports

The Helixstorm Project Manager will coordinate project work activities, conduct project status meetings, write project status reports, and coordinate all Solution Assurance activities:

- Design Review and Phase Sign-offs
- Implementation Phases
- System Configuration Documentation

The most typical constraint in any IT project is the availability of the internal resource assigned to the project. Helixstorm understands that the IT staff has a production environment to maintain to high levels of availability and integrity, while the project is ongoing. Since the project approach submitted relies on a high level of IT work to the plan, the staff’s availability will have to be monitored.

Design Services and Pre-installation Planning

Design Service and Pre-install Planning provide a thorough understanding between Helixstorm and Client on the Final accepted solution. Helixstorm welcomes customer input and feedback in this phase of the process. Final acceptance and sign-off from the customer is required to proceed to the next stage.



Knowledge Transfer

Helixstorm consultants take the time to go over the functionality of each piece of newly installed hardware. While this orientation does not take the place of any formal training, it provides a comfort level for your staff to begin usage of the systems from day one.

Documentation

Helixstorm Consultants will deliver at the conclusion of your project, documentation to be used to reference and maintain your systems. The documents contain detailed installation procedures executed during the installation of servers, as well as diagrams and system outputs proven beneficial to the administration of the machines.



SCOPE OF WORK

The Fixed Fee work will be performed according to the following guidelines:

Solutions Assurance

- Helixstorm will conduct status meetings throughout the course of the project to ensure scope of services aligns with project sponsors specific goals and objectives, success criteria, and project scope including review of project progress, status, change requests, and sponsor provided agenda items.
- Helixstorm will provide regularly written status reports on the progress of the project to Client project sponsor after each status meeting.
- Helixstorm will develop a detailed project plan that outlines specific tasks that project resources from Helixstorm and/or Client must accomplish during the project to ensure that promised delivery schedule is maintained, management of the project plan through the course of the project.
- Helixstorm will review issues and risks associated with the project and mitigation steps are conveyed and managed throughout the course of the project.
- Helixstorm will develop as built documentation as well as updates to the original design documents that reflect Client approved change orders.

Pre-Installation Tasks

- Project Preparation
- Internal Kickoff
- Customer Kickoff
- Design, Preparation and Planning (including customer input)
 - Server Host Placement
 - Storage Array Placement
 - iSCSI Switches
 - Veeam
 - VMware
 - Backup Target
 - Migration

Phase 1 Planning & Installation

- Work with CoT to prepare for DHCI installation at Library
- Create rack layout
- Prestage network configurations as necessary on HPE core
- Rack and stack
 - 3xDHCI Servers

- Alletra A5010H array
- 2xSN2010M Switches
- Cable equipment per best practices

Phase 2 Implementation & Migration

- Configure base DHCI Solution
 - HPE Greenlake Cloud
 - Alletra A5010H array
 - 2xSN2010M Switches
- Deploy ESXi 8.0U3 (or highest available, compatible version)
- Deploy vCenter 8.0U3 (or highest available, compatible version)

Phase 3 Horizon

- Evaluate existing Horizon implementation
- Deploy Horizon 8.X connection servers
- Configure Horizon for best practices
- Create up to 5 desktop pools
- Test and validate Horizon configuration and solution
- Test point-to-point network connectivity

Phase 4 Migration & Decommission

- Configure VEEAM integration to new DHCI cluster
- Migrate existing workloads from library cluster to new DHCI solution
- Coordinate cutover and migration of Horizon desktops to new DHCI solution
- Work with CoT on migration and reconfiguration of Teradici zero clients
- Provide cutover support
- Shutdown and power off existing library solution

Phase 5 Closure Meeting

- Review all phase completions
- Address any outstanding issues/deliverables
- Ensure all tasks and/or deliverables have been met
- Project closure sign off



IMPLEMENTATION APPROACH

Helixstorm will utilize a multi-phased approach to deploy the entire solution. Project Management occurs throughout the project.

These phases are outlined as follows:

Phase	Activities
Analysis and Design / Project Kickoff Duration of this phase is dependent on equipment lead times and customer scheduling	Project Initiation Customer Kickoff Facilities confirmation (Power, Climate, Network) Project Plan Design document
Project Installation	Services Deliverables and Installation Tasks
Knowledge Transfer/Documentation	Walk through basic functionality and administration of installed equipment and services
Project Closure and Signoff	Completion / Project Acceptance



ROLES & RESPONSIBILITIES

Resources

Helixstorm will provide day-to-day project management for the overall implementation activities to ensure work is completed in accordance with project objectives. Helixstorm anticipates involvement by the following team members:

- ❑ Project Manager
- ❑ Technical Consultant(s)

Client Resources & Obligations

Helixstorm assumes that Client will provide a part-time, day-to-day project point-of-contact person who will be Helixstorm primary contact and liaison. This person is solely responsible for all critical and non-critical engagement tasks including, but not limited to, the following:

- ❑ Scheduling meetings & interviews with Client personnel
- ❑ Reserving Client facilities (conference rooms, labs, etc.)
- ❑ Providing all requisite documentation and diagrams
- ❑ Providing any necessary escalation activity
- ❑ Reviewing & agreeing to all Customer Acceptance Criteria specified



GLOBAL PROJECT ASSUMPTIONS

Throughout the course of this project, the following guidelines are applicable:

Assumptions and Constraints

- The deliverables and breakdown of efforts within this document limit the scope of consulting services.
- All service deliveries take place during normal business hours Monday through Friday 7:00 AM PST to 6:00 PM PST unless otherwise specified or agreed during Discovery, or the pre-install meetings.
- Client’s network is in good working order and is not architected in a way that would impede the scope of this project.
- Client will procure any and all licensing needed throughout the deployment period (where applicable).
- Client will enter into software and/or hardware agreements at the request of Helixstorm’s engineers executing the project work (where applicable).
- Client will provide access to application developers and platform engineers during the application integration period, and allow Helixstorm’s engineers direct communications.
- Client will provide vendor access to supported applications intended for integration during any exceptions encountered during federation or integration processes.
- Helixstorm assumes that administrative access can be granted to the all environments during the discovery and prerequisite phase, and retained throughout the project.
- Helixstorm assumes that work which does not require a physical presence can be carried out remotely
- Helixstorm assumes that remote access to the Client’s network can be granted
- Helixstorm assumes that Global Administrator access can be granted for the duration of the work
- Helixstorm assumes the Active Directory Deleted Items container is accessible and has not been modified or removed.
- Helixstorm assumes that protected groups (Domain Administrators, Enterprise Administrators, etc.) and their constituent members are still present and have not been irreparably modified.
- Helixstorm assumes the Active Directory Schema is intact
- Helixstorm assumes that all default AD application and configuration partition containers and objects have been retained and are not irreparably modified.
- Helixstorm assumes that Client has established a DNS domain or it can be assigned prior to discovery.

Out of Scope

- Any services, tasks or activities other than those specifically noted in this SOW
- Implementation of product features not intended for deployment



- Hardware or software upgrades to components outside of the scope of this project
- Support or replacement of product:
- Altered, modified, mishandled, destroyed or damaged by natural causes
- Altered, modified, mishandled, destroyed or damaged due to a negligent or willful act or omission by Client or a third party
- Used by Client or a third party other than as specified in the applicable Helixstorm-supplied or product vendor documentation
- Services to resolve software or hardware problems resulting from third party equipment, services, or problems beyond the control of Helixstorm (this includes software defect troubleshooting)
- Services to resolve software or hardware problems resulting from undisclosed pre-existing configurations not included in Discovery and Planning discussions
- Services to resolve issues with end users' mobile devices
- Services to upgrade legacy client versions to supported versions

Client Responsibilities

Performance by Helixstorm is dependent upon Client's management and fulfillment of assigned responsibilities, at no charge to Helixstorm. Any delay in performance of Client's Responsibilities may result in additional charges and/or delay of the completion of the Services. Such additional charges and/or delay processing will be in accordance with the Project Change Control Procedure. Client will:

- Notify end users of any application downtime associated with migration activities
- Notify all department heads of project timelines or events that affect end users and/or application administrators (such as mailbox cutovers)
- Make appropriate personnel and subject matter experts available to assist Helixstorm in the performance of its responsibilities.
- Ensure project sponsors / IT management attend status meetings
- Provide safe access, suitable office space, supplies, furniture, and high-speed connectivity to the Internet for Helixstorm personnel when working at site location(s) specified.
- Ensure that current maintenance and license agreements are in place with applicable vendors for products and services which Helixstorm will implement/deliver.
- Unless third party is acting as a sub-Helixstorm of Helixstorm, schedule and manage project activities provided by third-parties, for example, Internet service providers, WAN service providers, etc., so that completion of such work will not impede Helixstorm's ability to provide services.
- Provide remote access via VPN or another secure method for all services to take place via remote control (where applicable).
- Provide signature on software and support agreements, when requested (if required)



PRICING¹

Pricing

This engagement will be conducted on a **Fixed Fee** basis unless otherwise agreed to by both parties via the project change control procedure, as outlined within a PCR will be issued specifying the amended value.

Element	Price
Fixed Fee Labor	\$27,500
Fixed Fee Project Management	\$ 5,500
Total	\$33,000

Payment Terms

Purchase – Services

- All services will be invoiced as follows:
 - 50% of services invoiced upon signature of SOW (down payment)
 - Remaining 50% of services to be invoice when project is completed
 - Due 30 days from date on invoice

Travel and Expenses

All reasonable expenses incurred by Helixstorm’s staff for travel, meals, lodging and other incidentals costs are in addition to in the fees above. No such expenses shall be incurred without Client’s prior written consent. Helixstorm will work with Customer to take advantage of appropriate discounts and other corporate programs to minimize these expenses. Helixstorm will invoice expenses at cost either monthly or at the completion of the project.

Project Acceptance

Upon completion of all Helixstorm tasks and deliverables contained in the SOW, Helixstorm will provide **Client** with a Project Delivery Acceptance Form (DAF) for signature. **Client** will have 7 business days to return the signed DAF or a written response notifying Helixstorm of any outstanding or incomplete Helixstorm task or deliverables. If **Client** fails to respond after 7 business days Helixstorm shall deem the project accepted by **Client**.

¹ Pricing is valid for 30 days from the date of this document



PROJECT CHANGE CONTROL PROCEDURE

- Any changes in the scope of work as defined in this document shall require a revised Statement of Work or an authorized Project Change Request and may result in changes to the project schedule, customer responsibilities or other terms of this SOW.
- In the event a change order is required to properly complete the project that was not already specified under the scope of work, a Change Order Request shall be submitted along with the additional scope of work and amounts required to complete the work. The Change Order Request shall be agreed and approved by both parties and signed by Customer’s Commercial Department. The Change Order Request will include but is not limited to:
 - a. Date of requested Change
 - b. Scope of Work
 - c. Deliverables
 - d. Number of Hours
 - e. Price
 - f. Completion Date
- If the change order is for a significant amount of work, a new Statement of Work may be required at a fixed cost to be agreed by both parties.



CUSTOMER ACCEPTANCE

This Proposal, including the MSA and any exhibits and appendices, constitutes the entire agreement between Helixstorm and **Client**, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder.

Signature

Signing below indicates **Client** acceptance of this Proposal.

Helixstorm	CLIENT
Signature:	Signature:
Name: Aaron Schneider	Name:
Title: President	Title:
Date:	Date:

Ordering Information

Please send this signed document along with your purchase order to:

Helixstorm
 27238 Vía Industria, Temecula, CA 92590
 (951) 309-8175

Schedule

Within ten (10) business days of receipt of written authorization from the customer of acceptance of this Proposal, a mutually accepted start date will be determined. Engagements typically begin within a month of the date of acceptance, or the first available date for the assigned project team.

Standard & Non-Standard Hours

All time accrued by Helixstorm consultants on-site or at Helixstorm facilities working on this engagement, shall be considered billable. Helixstorm services will normally be performed during standard business hours, i.e., Monday through Friday, 8:00 am to 5:00 p.m., excluding holidays. Non-standard hours will be billed at a rate of 1.5 times the current hourly rates. The rate will be 2.0 times the current hourly rate for any days listed as Helixstorm holidays or the weekends adjacent to such holidays. Six weeks’ notice must be given if work is required on holidays. No non-standard hours will be billed to Client without Client’s prior written consent.

HPE Tech Care Service

Operational support service

Service overview

HPE Tech Care Service is the edge-to-cloud operational support service for HPE hardware, software, and multivendor products. Designed to help an organization's IT systems, applications, and infrastructure run smoothly and efficiently on a day-to-day basis, HPE Tech Care Service helps resolve issues and interruptions quickly while focusing on finding ways to improve the reliability, availability, and performance of your technology.

HPE Tech Care Service offers three distinct service levels that make it easy to select the right level of service to meet your unique business needs, ensuring that you get the support you need, when you need it most.

Whether traditionally by phone and email, through accelerated self-serve channels such as the HPE Care Concierge and Expert Chat, or by utilizing HPE remote support solutions to automate your service experience, HPE Tech Care Service provides direct access to reliable, expert technical resources with specialized knowledge in product-specific hardware and software to help resolve your issues faster. Our HPE experts go beyond traditional support by providing technical guidance on the operation, management, and security of supported products that can help reduce your risk and increase IT uptime.

HPE Tech Care Service includes access to the HPE service portal, an enhanced and personalized digital experience that empowers Customers with on-demand access to HPE tools and knowledge. The HPE service portal generates insightful, actionable data about HPE products, service cases, and support contracts to help simplify IT management.

Customers can save time by finding quick answers in HPE's extensive knowledge base or best practices in the HPE Tech Tips video library. Self-service tools allow Customers to perform certain activities without having to open a support incident, in addition to providing a portal of curated knowledge resources.

HPE Tech Care Service provides full access to HPE resources that can help drive operational excellence and performance optimization from edge to cloud.

Service level options

HPE Tech Care Service offers three service level options tailored to meet the Customer's operational requirements: Basic, Essential, or Critical. Each service level includes both hardware and software coverage.

Regardless of your coverage window, incidents can be reported to Hewlett Packard Enterprise 24 hours a day, 7 days a week. Additionally, all service level options provide 24x7 access to online self-serve and self-solve capabilities; for supported devices connected through HPE Proprietary Service Tools, 24x7 analytics and automated incident submission are available.



Table 1. Service level options

Service level options	Service feature	Coverage window	Feature description
Critical	Enhanced phone response	Remote response service is available 24 hours per day, 7 days per week including HPE holidays.	15-minute callback for severity 1 incidents, 1 hour for severity 2 or 3; where available direct phone access to product specialists without the need for a callback (all severities).
	6-hour hardware call-to-repair¹	On-site response service is available 24 hours per day, 7 days per week including HPE holidays.	For severity 1 and 2 incidents, HPE returns the covered hardware to operating condition within six hours. ¹ For further details, see Hardware call-to-repair .
	Outage management	Remote response service is available 24 hours per day, 7 days per week including HPE holidays.	Available for severity 1 business impacting situations; HPE provides priority access to incident recovery specialists to expedite return to service.
Essential	Enhanced phone response	Remote response service is available 24 hours per day, 7 days per week including HPE holidays.	15-minute callback for severity 1 incidents, 1 hour for severity 2 and 3; where available, direct phone access to product specialists without the need for a callback (all severities).
	4-hour on-site attendance	On-site response service is available 24 hours per day, 7 days per week including HPE holidays.	4-hour on-site attendance ² for covered hardware.
Basic	Standard phone response	Remote response service is available 9 hours per day during local HPE standard business hours, ³ excluding weekends and HPE holidays, unless otherwise agreed by HPE.	2-hour callback from product specialist; support incidents received outside the coverage window shall be acknowledged the following coverage day.
	Next business day on-site coverage	On-site attendance—the next standard business day, during local HPE standard business hours, ³ excluding weekends and HPE holidays, unless otherwise agreed by HPE.	Next-business-day on-site response for covered hardware; ² support incidents received outside the coverage window shall be acknowledged the next coverage day and serviced within the following coverage day. ⁴

¹ Hardware call-to-repair time begins when the initial incident has been received and acknowledged by HPE or at the start time for work scheduled in agreement with the Customer, as specified in the [Hardware call-to-repair](#) section. Hardware call-to-repair time ends with HPE’s determination that the hardware is repaired, or when HPE has determined that no on-site intervention is required. For hardware cases originating from software incidents, call-to-repair time begins when HPE has made the determination that the cause is attributable to the covered HPE hardware

² See [Hardware on-site support service limitations](#) section for more information regarding on-site response times

³ HPE standard local business days and hours duration may vary based on geographical location

⁴ Requests to schedule on-site attendance for outside the coverage window may incur additional costs and are subject to HPE availability

The HPE Tech Care Service level options noted are product dependent. HPE shall provide the hardware support features for covered hardware products and the software support features for covered software products. Some service features may not be available in all languages or localities. All coverage windows are subject to local availability. Product eligibility may vary. Contact a local HPE sales office or HPE sales representative for detailed information on service availability and product eligibility.



Service features

HPE Tech Care Service includes a general set of service features along with hardware and/or software-specific features, based on the technology under support and if the product contains hardware, software, or both. Some service features are enhanced using HPE Proprietary Service Tools to provide greater levels of technical support or guidance. Customers who register online through the HPE service portal gain access to enhanced digital capabilities enabling increased ease of management and direct HPE engagement.

Remote and on-site response times vary based on the service level selected, with the highest service level providing additional assistance to Customers should outages occur.

Table 2. Service feature summary

General features	
<ul style="list-style-type: none"> • Phone access to experts • Expert online chat* • Expert forum response* • General Technical Guidance • HPE Proprietary Service Tools assistance** 	<ul style="list-style-type: none"> • Predictive alerts** • Automated incident logging** • HPE Tech Tips video library* • Access to HPE service portal* • Outage management (Critical service level only)
Hardware service features	
<ul style="list-style-type: none"> • Remote problem diagnosis and support • On-site hardware support • Replacement parts and materials • HPE Visual Remote Guidance (VRG) • HPE digital dashboards*/** • Firmware updates for selected products* • Periodic maintenance (for selected products) • 6-hour hardware call-to-repair (Critical service level only) 	
Software service features	
<ul style="list-style-type: none"> • Software support • Installation advisory support • Software features and operational support • Software product and documentation updates • HPE Collaborative Support and Collaborative Assistance 	
Optional features	
<ul style="list-style-type: none"> • HPE Defective Media Retention (DMR) • HPE Comprehensive Defective Material Retention (CDMR) • Preventive maintenance (only with HPE contractual services) • Hardware Exchange Service 	

* Service deliverables require HPE service portal registration and activation.

** Service deliverables require connectivity to HPE using HPE Proprietary Service Tools.



General features

Table 3. General service features

Feature	Delivery specifications
Phone access to experts	<p>Customers may contact⁵ HPE support by telephone 24 hours a day, 7 days per week to log support incidents. Response times will depend on the service level of the covered product.</p> <p>15-minute 24x7 enhanced response (Critical and Essential service levels) For severity 1 incidents, HPE aims to either connect the Customer to a product specialist or call the Customer back within 15 minutes. For all other incidents, HPE may connect the Customer to a product specialist or call the Customer back within one hour.</p> <p>2-hour standard response (Basic service level) For calls on products covered by a basic service agreement, HPE shall provide a 2-hour phone response from a product specialist during the coverage window.</p>
Expert online chat	<p>Customers can initiate an online chat with a specialist technical resource to ask questions, get help, or General Technical Guidance. Expert online chat is provided so Customers can obtain quick answers to technical questions about their HPE product. Complex questions that require detailed responses may be elevated to support incidents on an as-needed basis. Expert online chat is limited to English language only—requires the user to be registered on the HPE service portal and is available during the service coverage window. Availability may vary for certain products. Visit the Expert online chat product list for details or contact your local HPE sales representative.</p>
Expert forum response	<p>Customers can post questions and issues or discuss usage of products within the HPE Community forums. HPE product specialists respond within two business days to any unsolved questions raised within the official HPE Community forum for products covered by HPE Support services. Where posts raise topics that should be addressed through standard support processes, HPE requests that a formal support incident be created and follows the standard HPE incident management process. The specialist technical resource is limited to English language only and requires that the user has registered service agreements on the HPE service portal. HPE Community forums can be accessed using the following hyperlink: community.hpe.com/</p>
General Technical Guidance	<p>HPE endeavors to provide General Technical Guidance for Customer questions and inquiries specific to the topic areas outlined in this section regarding the operation and management of the Customer's products covered by HPE Tech Care Service. General Technical Guidance is available through the telephone, web, and chat communication channels and is subject to the service coverage window of the service agreement and will be treated as a severity 3 incident. When related to the topics detailed/described in this section, HPE identifies knowledge documents, videos, and knowledge base articles to assist with topics raised.</p> <p>In addition to any limitations or exclusions set forth in this data sheet, any General Technical Guidance from HPE shall be provided specifically for the topics detailed as follows and only for the products covered under the service:</p> <ul style="list-style-type: none"> • Correct usage or procedures to use the products' features • Assistance with identifying relevant documentation or knowledge base articles • HPE best practice advice to help you manage and maintain your products • Basic navigation to use the product management interface • Advice on capacity management options based on product usage trends (where available) • Guidance with the general configuration of the product that may include recommendations for best practices based on HPE operational experience • Guidance on the potential steps to help bring the product into a supported configuration • General Technical Guidance topics mentioned previously may not be applicable to all hardware and/or software products covered by this service
HPE Proprietary Service Tools assistance	<p>For HPE products that are supported by HPE Proprietary Service Tools, HPE provides support and advice for their setup, configuration, and usage. Further, for those connected products, HPE extends General Technical Guidance to include analytics, as well as the events and recommendations provided. For configured HPE products, on request, HPE assists Customers in understanding the issues, events, and information provided by HPE Proprietary Service Tools. Where analytics provide recommendations, HPE can provide qualification of the analysis, the recommendation, and the general next best actions in line with General Technical Guidance.</p>

⁵ Visit the HPE worldwide technical support phone numbers for country-specific contact information.



Table 3. General service features (continued)

Feature	Delivery specifications
Predictive alerts	<p>For HPE products covered by a service agreement, connected to and as supported by HPE Proprietary Service Tools: Customers gain access to enhanced automated monitoring routines that can identify potential issues using HPE unique signatures, rules, and determinations. For issues identified, HPE Proprietary Service Tools may identify opportunities for corrective action, and automatically submit incidents to HPE containing diagnostic information to speed diagnosis and repair. Capabilities may vary by product; devices need to be supported by HPE Proprietary Service Tools, and connectivity is required.</p> <p>Configuration and usage of HPE Proprietary Service Tools are required to gain product insights, issue alerts, and identify usage and configuration opportunities.</p>
Automated incident logging	<p>For supported HPE products using HPE Proprietary Service Tools, and where connected, devices may automatically submit incidents to HPE containing diagnostic information to speed diagnosis and repair.</p> <p>Where automated monitoring and incident submission identifies critical issues requiring HPE engagement, HPE attempts to engage the previously identified Customer contact within the service coverage window as defined by the service level purchased. Should the Customer contact not be available, or at the Customer's request, HPE schedules follow-up for the following business day. All noncritical issues will be followed up on the following business day. Customers may at any stage, subject to their service level, engage with HPE to request continuity of problem diagnosis and resolution. For more information, visit HPE Get Connected to Remote IT Support Services.</p>
HPE service portal	<p>Customers must register their HPE products and service agreements in the HPE service portal to benefit from the HPE service solutions and tools provided in the personalized and integrated digital workspace. In the HPE service portal, Customers can create and manage cases, view alerts and notifications (including notices of available critical downloads and security bulletins), and access support tools including virtual agent, expert chat, and the HPE Tech Tips video library. Customers can also view various dynamic dashboards that provide information about registered HPE products and services including current and historical incidents and cases, part consumption (as applicable), software and firmware update information, and more. The dashboards provide HPE analytics and recommendations that are designed to help manage HPE product support and maintenance activities. Access to the HPE service portal is available 24 hours per day, 7 days a week.</p>
HPE Tech Tips video library	<p>HPE provides access to an enhanced video knowledge library offering technical best practices and functional know-how from HPE experts. The HPE Tech Tips video library helps Customers understand how to best manage and operate their HPE product and provides information regarding emerging support trends and capabilities. HPE Tech Tips video library is available in the HPE service portal. Subject of content may vary per HPE and multivendor product.</p>
Outage management (Critical service level)	<p>During a severity 1 HPE service incident, should a business-impacting outage be identified by the Customer, HPE invokes an enhanced outage management process, dependent on the issue severity and complexity, to help minimize the business impact and accelerate resolution. Once a business outage or critical workflow interruption has been confirmed by HPE, technology-specific specialist resources shall be engaged to drive incident resolution. Throughout the duration of the outage incident, the specialist resources drive technical resolution and proactively keep nominated Customer stakeholders informed of the status. Where identified by HPE, technical insights and opportunities shall be shared to help reduce future incident likelihood. Outage management is included for HPE products covered by the critical service level option and is in addition to standard HPE escalation processes.</p>



Hardware service features

Table 4. Hardware service features

Feature	Delivery specifications
Remote problem diagnosis and support	<p>Once an incident has been logged and it has been acknowledged by HPE (as per general provisions), HPE works during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any on-site assistance, HPE may initiate and perform remote diagnostics using electronic remote support solution to access covered products, or HPE may use other means available to facilitate remote incident resolution.</p> <p>When Customers choose to swap defective parts with HPE provided replacements referred to as Customer self-repair (CSR), HPE provides remote assistance during the service coverage window for installation of Customer-installable parts or firmware classified by HPE as CSR parts.</p>
On-site hardware support	<p>For hardware incidents that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative provides on-site technical support on covered hardware products to return them to operating condition. Once an HPE authorized representative arrives at the site, the representative continues to deliver the service, either on-site or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available.</p> <p>Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced.</p> <p>In addition, at the time of on-site technical support delivery, HPE may:</p> <ul style="list-style-type: none"> • Install available engineering improvements for covered hardware products to help ensure proper operation of the hardware products and maintain compatibility with HPE supplied hardware replacement parts • Install available firmware updates defined by HPE as noncustomer installable for covered hardware products, that, in the opinion of HPE, are required to return the covered product to operating condition or to maintain supportability by HPE. On request, HPE installs during coverage hours critical HPE firmware updates defined by HPE as noncustomer installable for covered hardware products. Critical firmware updates are firmware updates recommended by the HPE product division for immediate installation
Replacement parts and materials	<p>HPE provides HPE supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available engineering improvements required by HPE to assure supportability of the product.</p>
6-hour hardware call-to-repair (Critical service level)	<p>Using on-site and/or remote resolution efforts, HPE returns the covered hardware to operating condition within six hours for severity 1 and 2 incidents. For further information, see Hardware call-to-repair, Travel zones, and General incident provisions. Six-hour hardware call-to-repair is included for HPE products covered by the Critical service level option and is available on select HPE hardware products.</p>
HPE Visual Remote Guidance	<p>Customers may choose to connect with specialist technical resources using HPE Visual Remote Guidance (HPE VRG) during the service coverage window. HPE VRG is a secure, enterprise collaboration application that enables live stream video, voice, and content sharing through any Android™ or iOS smart device, as well as any device running Windows, Mac OS, or most variants of Linux®.</p> <p>Problem diagnosis and resolution may be performed in real time, with in-the-moment guidance and collaboration between Customer and HPE subject matter experts. HPE VRG may also be used to assist in the installation of HPE designated CSR parts.</p>
HPE digital dashboards	<p>For HPE products covered by a service agreement and connected to HPE Proprietary Service Tools, Customers gain access to additional analytic dashboards that identify device health and/or identify recommended or required firmware updates and may include recommended or required driver or software updates (platform dependent).</p>
Firmware updates for selected products	<p>Customers are provided access to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE current standard sales terms.</p> <p>For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), they must also have, if available, an active HPE service agreement on the firmware-based software products to receive, download, install, and use related firmware updates. HPE firmware updates are released throughout the active product lifecycle and for a limited time after product end-of-sale. For HPE branded partner vendor options, access to updates is subject to the original manufacturer's product lifecycle.</p>
Periodic maintenance	<p>For more information on eligible products that will receive periodic maintenance services as part of this service, contact your HPE sales representative.</p> <p>If periodic maintenance is included, an HPE authorized representative will contact you to arrange for the periodic maintenance to be performed at a mutually agreed-upon time, during local HPE standard business hours excluding HPE holidays, and within the required scheduled interval as defined in the product maintenance schedule unless otherwise agreed by HPE in writing.</p> <p>HPE plans the necessary periodic maintenance activities and communicates any identified prerequisites to you when contacting you to schedule the service. You must provide access to the product, ensure that the prerequisites have been met, and supply any consumables such as filters and chemicals required at the time of product maintenance.</p>



Hardware on-site support service limitations

For technical hardware issues that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative provides on-site technical support on covered hardware products to return them to operating condition. On-site response time begins when the initial support incident has been confirmed to be a hardware issue by HPE. The on-site response time ends when the HPE authorized representative arrives at your site, or when the reported event is closed with the explanation that HPE has determined that no on-site intervention is required. An on-site response time will not apply if the service is deferred to a mutually agreed time, or if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described herein. For certain products, HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE upon deinstallation.

Parts provided under hardware support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HPE, unless HPE agrees otherwise, and Customers pay any applicable charges.

In cases where CSR parts or replacement products are shipped to resolve a case, the Customer is responsible for returning the defective part or product within five (5) business days and must obtain a prepaid insurance receipt which should be retained by Customer as proof of shipment to HPE, unless otherwise communicated in writing by HPE. If HPE does not receive the defective part or product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HPE list price for the defective part or product, as determined by HPE.

If Customers agree to the recommended CSR and a CSR part is provided to return the system to operating condition, the on-site service level shall not apply. In such cases, it is HPE practice to express ship to Customer's location the CSR parts that are critical to the product's operation. For additional information about CSR products and parts, Customer can view the Parts and Specifications | Parts Guide for the covered product at hpe.com or find the CSR and parts replacement information in Customer's product Maintenance and Service Guide.

For replacement parts and components that are discontinued, an upgrade path may be required. Upgrades for discontinued parts or components may in some cases result in additional charges to the Customer. HPE will work with the Customer to recommend a replacement.

Not all components will have available replacements in all countries due to local support capabilities. The Customer agrees to pay additional charges if:

- The Customer requests that HPE install Customer-installable firmware or software updates or patches
- The Customer requests out-of-service coverage attendance or scheduled engagement out of selected service coverage windows

Any additional services performed by HPE at Customers' request, and that are not included in purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.

If support on a product lapses, HPE may charge additional fees to resume support or require certain hardware or software upgrades to enable support coverage.

For any relocation not performed by HPE, additional recertification fees and charges for ongoing support coverage may apply to the relocation of products under support. Reasonable advance notice to HPE may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.

HPE maintains the title of loaner units if provided; Customers shall have risk of loss or damage for loaner units if provided at HPE's discretion as part of hardware support or warranty services and such units will be returned to HPE without lien or encumbrance at the end of the loaner period.



Hardware call-to-repair

Availability of call-to-repair times is dependent on the proximity of Customers' site to an HPE designated support hub, as described in the Travel zones section. Call-to-repair times apply to Customers who submitted severity 1 and severity 2 incidents. For severity 3 incidents, or incidents scheduled at request, HPE works with Customers to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time will then start at that time. For automated electronically submitted severity 1 and 2 incidents, HPE attempts to contact the indicated Customer contact to commence repair. Automated electronically submitted severity 3 incidents will be acknowledged the following business day unless otherwise engaged by the Customer. Incident severity levels are defined in the [General incident provisions](#) section.

For hardware call-to-repair time commitments, HPE recommends that Customers install and operate the appropriate HPE remote support solution in order to enable the delivery of the service. Contact a local HPE representative for further details on requirements, specifications, and exclusions. If Customers do not deploy the appropriate HPE remote support solution, HPE may not be able to provide the service as defined and is not obligated to do so. Additional charges will be applied for on-site installation of noncustomer-installable firmware if Customers do not deploy the appropriate HPE remote support solution in cases where recommended and available. Installation of Customer-installable firmware is the Customers' responsibility.

HPE, at its sole discretion, may require an audit on the call-to-repair covered products. If such an audit is required, an HPE authorized representative will contact the Customer, and they will agree to arrange for an audit to be performed within the initial 30-day timeframe. At the sole discretion of HPE, the audit may be performed on-site, through remote system access, through remote audit tools, or over the phone. If an audit is required by HPE, it will take 30 days from the time this service is purchased to set up and perform the audit and processes that must be completed before the hardware call-to-repair time commitment can be put into effect. The hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. Until such a time, service for the covered hardware will be delivered at a 4-hour on-site response time service level.

In addition, HPE reserves the right to downgrade service to an on-site response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified time frame unless the delay is caused by HPE.

HPE reserves the right to modify the call-to-repair time commitment as it applies to specific product configuration, location, and environment. This is established at the time of the support agreement order and is subject to resource availability.

A hardware call-to-repair time commitment does not apply to software products or when Customers choose to have HPE prolong diagnosis rather than implement recommended recovery procedures.

The hardware call-to-repair time commitments and on-site response times do not apply to the repair or replacement of defective or depleted consumables. Consumables may be covered by a separate warranty.

The hardware call-to-repair time commitment is subject to Customers providing immediate and unrestricted access to the system as requested by HPE. The following activities or situations may suspend the hardware call-to-repair time calculation (if applicable) until they are completed or resolved:

- Any Customer or third-party action or inaction impacting the repair process
- Delayed or denied requests for system access, including physical, remote troubleshooting, and hardware diagnostic assessments, are delayed or denied
- Any automated or manual recovery processes triggered by a hardware malfunction, such as disk mechanism rebuild, sparing procedures, or data integrity protection measures
- Any other activities not specific to the hardware repair but which are required to verify that the hardware malfunction has been corrected, such as rebooting the operating system



Software service features

Table 5. Software service features

Feature	Delivery specifications
Installation advisory support	<p>Limited installation advisory support is provided and is restricted to basic advisory assistance if Customer encounters difficulties while performing a software product installation or advice on proper installation methods and updating of stand-alone applications. The scope of such advisory support is at HPE's discretion. Exclusions to this advisory support include, but are not limited to, the following: Any downloading of complete software packages or walking through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.</p>
Software support	<p>For software products covered by the service agreement, HPE provides corrective support to resolve identifiable and Customer-reproducible software product problems, support to help identify problems that are difficult to reproduce, and assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p>
Software features and operational support	<p>HPE provides information, as commercially available, on current HPE product features, known problems and available solutions, and operational advice and assistance.</p>
Software product and documentation updates	<p>As HPE releases updates to HPE software, the latest compatible revisions of the software and reference manuals are made available to the Customer. For selected HPE supported third-party software, HPE provides software updates, as such updates are made available from the third party, or HPE may provide instructions on how Customer can obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when required to download, install, or run the latest software revision.</p> <p>For most HPE software and selected HPE supported third-party software, updates will be made available through the Software Updates and Licensing portal through the HPE service portal. The Software Updates and Licensing portal provides Customers with electronic access to receive and proactively manage software product and documentation updates.</p> <p>For other HPE supported third-party software, Customer may be required to download updates directly from the vendor's website.</p> <p>When this service is provided for a solution that is composed of multiple HPE and/or third-party products, software support will be offered only on updates that are made available for the solution by HPE.</p>
HPE Collaborative Support and Collaborative Assistance	<p>HPE Collaborative Support and Collaborative Assistance provide electronic or telephone support (during the service coverage window) for select independent software vendor (ISV) software that works with hardware covered by HPE Tech Care Service. HPE Collaborative Support and Collaborative Assistance apply to selected ISV software when that software is not under HPE support. When ISV software is covered by HPE Tech Care Service, support is provided as described in the Software support section of this document. HPE Collaborative Support and Collaborative Assistance are separate features; however, Collaborative Assistance applies to all ISV products that are eligible for Collaborative Support. For a list of ISV software products eligible for HPE Collaborative Support or Collaborative Assistance, visit the Software product list for HPE Collaborative Support and Collaborative Assistance.</p> <p>HPE Collaborative Support</p> <p>Collaborative Support is provided for selected ISV software products, where HPE investigates and attempts to resolve problems by asking the Customer to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch, and the Customer will be directed to available sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor.</p> <p>HPE Collaborative Assistance</p> <p>If HPE determines that the HPE product is not the source of the problem, but HPE deems the problem may be related to the selected ISV software, HPE shall, at the Customer request, initiate HPE Collaborative Assistance. HPE Collaborative Assistance can be provided only in cases where the Customer has appropriate active support agreements in place with selected ISVs, and the Customer has taken the steps necessary to ensure that HPE can engage with the ISV on behalf of the Customer. HPE engages the ISV and provides information about the Customer's issue. Once the incident has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer's issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE closes the HPE incident, but the Customer or ISV can resume the support issue with HPE if needed by referencing the original incident identification number.</p>



Software support

Software updates are not available for all software products. For some products, software updates include only minor improved features or patches. The provision of such updates is contingent upon the continued availability of maintenance for that specific software product. New software versions must be purchased separately.

To be eligible to purchase this service, Customers must be properly licensed to use a currently supported revision of the software at the time the support agreement coverage begins; otherwise, additional charges may be applied to bring the product into service eligibility.

The Customer will:

- Take responsibility for registering to use the HPE or third-party vendor's electronic facility in order to access knowledge databases or to obtain product information. HPE provides registration information to the Customer, as required; additionally, for certain products, the Customer may be required to accept vendor-specific terms for use of the electronic facility
- Retain, and provide to HPE upon request, all original software licenses, license agreements, license keys, and subscription service registration information
- Take responsibility for acting upon software product updates and obsolescence notifications received from HPE Proprietary Service Tools or the HPE service portal
- Use all software products in accordance with current HPE software licensing terms corresponding to the Customer's 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 or made available for such software updates provided under this service

Unless otherwise agreed by HPE in writing, and for those offerings not delivered by HPE software, HPE only provides support for the current version and the immediately preceding version of HPE software; and provided that HPE software is used with hardware or software included in HPE specified configurations at the specified version level. Version means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our Customers.

Customers may purchase available product support for HPE software products only if they can provide evidence that they have rightfully acquired an appropriate HPE license for the products, and they may not alter or modify the products unless authorized by HPE at any time. Customers' right to use firmware and software updates (Updates) provided under HPE Support or warranty or if otherwise made available to them is co-extensive with their license to the underlying product.

However, in addition, Customers:

- May not use Updates to provide services to third parties
- May not make copies and distribute, resell, or sublicense Updates to third parties
- May not copy Updates or make them available on a public or external distributed network. This means that Customers may not copy Updates for products that are not under support by HPE
- May not allow access to Updates on an intranet unless it is restricted to authorized users
- Cannot make copies of and distribute Updates on devices that are not supported by HPE
- May make only one copy of the Updates for archival purposes or when it is an essential step in authorized use
- May not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Updates. If you have a mandatory right to do so under statute, you must inform HPE in writing prior to making such modifications
- May only copy documentation Updates if Customers purchased the right to copy them for the associated products. Copies must include appropriate HPE trademark and copyright notices

If Customers authorize a third party to act as their agent and download Updates on their behalf, using their entitlement, Customers are strictly and wholly liable for their agents' adherence to the terms of their contract with HPE, including the license terms as described previously. In addition, all parties must implement an HPE agency agreement to allow for such access by the third party.

HPE may terminate the license to use the Updates upon written notice if Customers fail to comply with these terms.



Collaborative Assistance for third-party software

For HPE to provide Collaborative Assistance on third-party ISVs, Customers must have an active support agreement with the software vendor that allows HPE to create cases on the Customers' behalf. If the ISV vendor requires it, Customers will take any steps necessary to ensure that HPE can report an incident on their behalf. When requested Customers must provide HPE with the appropriate information needed for HPE to initiate a service case with the software vendor. Without these steps, HPE will not be able to transfer cases to the vendor and assumes no responsibility for failure to do so. HPE's obligations are limited to the placement of support incidents only. Customers remain responsible for the performance of their obligations under such agreements, which include payment of all applicable fees, including any fees that may apply as a result of logging cases with the vendor. HPE is not liable for the performance or nonperformance of third-party vendors, their products, or their support services.

Optional features

Table 6. Optional service features

Feature	Delivery specifications
Hardware data security options (on-site support)	<p>Defective media retention (DMR) In the event of a hardware failure, for eligible products, the DMR service feature option allows you to retain replaced defective hard disk or eligible SSD/flash drive components that you do not want to relinquish due to sensitive data contained within the disk (disk or SSD/flash drive) covered under this service. All disks or eligible SSD/flash drives on a covered system must participate in the DMR.</p> <p>Comprehensive defective media retention (CDMR) In addition to DMR, in the event of a hardware failure, the CDMR service feature option allows you to retain additional replaced components that have been designated by HPE as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the CDMR.</p>
Preventive maintenance	An HPE authorized representative visits the site at regularly scheduled intervals. Customers shall call HPE to request and schedule a preventive maintenance visit at the agreed-upon intervals. Availability and deliverables may vary by region. Preventive maintenance services will be delivered between 8:00 a.m. and 5:00 p.m. local time, standard business days, excluding HPE holidays, regardless of the selected coverage window.
Hardware Exchange Service	For products supporting Customer self-repair and/or self-replace for all componentry, at HPE's discretion, an alternative to hardware on-site support may be made available: The Hardware Exchange Service covers products that can easily be shipped and on which Customers can restore data from backup files. The service is not available on all products or locations. For more details, visit the Hardware Exchange Service section or contact your local HPE sales representative.

DMR and CDMR

The DMR and CDMR service feature options are available for on-site service levels and apply only to eligible data retentive components replaced by HPE due to malfunction. The options do not apply to Hardware Exchange Service levels or any exchange of data retentive components that have not failed. The components that can be retained under these service features are outlined in the [Keep sensitive data safe with HPE Defective Media Solutions solution brief](#).

Data retentive components that are specified by HPE as consumable parts and/or have reached the maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, the product QuickSpecs, or the technical data sheet are not covered by this service.

DMR service and CDMR service coverage for options designated by HPE as requiring separate coverage, if available, must be configured and purchased separately.

Failure rates on data retentive components covered by DMR and CDMR are constantly monitored, and HPE reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that Customers are overusing the DMR or CDMR service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

If Customers choose to retain repair parts covered under the DMR and/or CDMR service feature options, it is their responsibility to:

- Retain covered data retentive components that are replaced during support delivery by HPE
- Ensure that any Customer sensitive data on the retained component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component and accept the replacement component
- Provide HPE with identification information such as the serial number for each component retained hereunder, and upon HPE request, submit a document provided by HPE acknowledging the retention of the data retentive component



- Destroy the retained data retentive component and/or ensure that it is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

For data retentive components supplied by HPE to Customers as loaned, rented, or leased products, Customers will promptly return the replacement components at the expiration or termination of support with HPE. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HPE, and HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such components.

Hardware Exchange Service

For selected HPE products, HPE, at its sole discretion, may offer Hardware Exchange Service levels that Customers can select in order to substitute hardware on-site support.

The Hardware Exchange Service provides a replacement product or part delivered free of freight charges to Customer’s location within a specified period of time. Replacement products or parts are new or functionally equivalent to new in performance.

HPE will provide HPE supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements.

HPE will confirm that the ordered part will be shipped in advance of the defective part receipt, within the Hardware Exchange Service level. The Customer must ship the defective product or parts to HPE within five (5) business days of receipt of the replacement product or part and must obtain a prepaid insurance receipt, which should be retained by the Customer as proof of shipment to HPE.

The replaced product becomes the property of HPE upon deinstallation. Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay for the replacement units.

If the defective product or part is not received by HPE within 10 business days of the Customer’s receipt of the replacement product, the Customer will be charged the replacement product’s list price.

Consumable items including, but not limited to, removable media, Customer-replaceable batteries, maintenance kits, and other supplies, as well as user maintenance, are not covered by this service:

- For replacement parts and components that are discontinued, an upgrade path may be required. Upgrades for discontinued parts or components may in some cases result in additional charges to the Customer. HPE will work with the Customer to recommend a replacement.

HPE reserves the right to charge, on a time-and-materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer. Additionally, requests to schedule on-site support will incur additional costs and are subject to HPE availability.

Hardware Exchange Service is an optional HPE Tech Care Service with two service level options that include both hardware and software coverage. This service option is not available for all products or locations. For more details, contact your local HPE sales representative.

Table 7. Exchange service level options

Service level options	Service feature	Coverage window	Feature description
Essential Exchange	Enhanced phone response	Remote response 24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	15-minute callback for severity 1 incidents, 1 hour for severity 2 and 3; where available, direct phone access to product specialists without the need for a callback (all severities)
	Hardware Exchange	24x7; service is available 24 hours per day, 7 days per week including HPE holidays.	Products will be delivered within 4 hours of a call being logged, received, and acknowledged by HPE. All hardware product replacement delivery times are subject to local availability
Basic Exchange	Standard phone response	Remote response nine hours per day during local HPE standard business hours, excluding weekends and HPE holidays, unless otherwise agreed by HPE ⁶	2-hour callback from product specialist; support incidents received outside the coverage window shall be acknowledged the following coverage day
	Hardware Exchange	Replacement part/product delivery the next standard business day, excluding HPE holidays (coverage window)	For calls received before 2:00 p.m. local time, HPE standard business days, excluding HPE holidays, HPE will ship a replacement product to the Customer’s site for delivery on the next business day after the service request has been received and acknowledged by HPE. Service calls received after 2:00 p.m. local time will be logged the next business day and serviced within the following business day. Delivery time may vary based on geographic location. All hardware replacement product delivery times are subject to local availability

⁶ Requests to schedule on-site service for hours outside of the coverage window may incur additional costs and are subject to HPE availability



Travel zones

All hardware on-site presence and Hardware Exchange Service response times apply only to sites located within 100 miles (160 km) of an HPE designated support hub. Travel to sites located within 200 miles (320 km) of an HPE designated support hub is provided at no additional charge. If the site is located more than 200 miles (320 km) from the HPE designated support hub, there will be an additional travel charge.

Travel zones and charges, if applicable, may vary in some geographic locations. Courier travel zones (Hardware Exchange Service) and charges, if applicable, may vary in some geographic locations.

Response times to sites located more than 100 miles (160 km) from an HPE designated support hub will have modified response times for extended travel, as shown in Table 8.

Table 8. Travel zones (excluding Critical service level)

Distance from HPE designated support hub	Essential and Essential Exchange response time	Basic and Basic Exchange response time
0–50 miles (0–80 km)	4 hours	Next coverage day
51–100 miles (81–160 km)	4 hours	Next coverage day
101–200 miles (161–320 km)	8 hours	1 additional coverage day
201–300 miles (321–480 km)	Established at the time of order and subject to availability	2 additional coverage days
More than 300 miles (480+ km)	Established at the time of order and subject to availability	Established at time of order and subject to availability

A call-to-repair time commitment is available for sites located within 50 miles (80 km) of an HPE designated support hub.

For sites that are located within 51 to 100 miles (81 to 160 km) of an HPE designated support hub, an adjusted hardware call-to-repair time commitment applies, as shown in Table 9.

The hardware call-to-repair time commitment is not available for sites located more than 100 miles (160 km) from an HPE designated support hub.

Table 9. Critical service level travel zones

Distance from HPE designated support hub	Critical repair time
0–50 miles (0–80 km)	6 hours
51–100 miles (81–160 km)	8 hours
More than 100 miles (160+ km)	Not available



Service coverage

For hardware products covered by an HPE service agreement, unless otherwise stated by HPE, the service on the main product covers HPE hardware options, purchased from HPE or authorized HPE resellers, internal to the product as well as HPE supported and supplied tower UPS products. Included items will be covered at the same service level as the main product. Hazardous materials and batteries are covered separately under their own warranty terms and conditions, limited to the term of the applicable warranty period. For more information on which components require separate coverage, contact your HPE sales office or HPE sales representative for detailed information.

Supplies and consumable parts including, but not limited to removable media, maintenance kits, and other supplies, as well as user maintenance are not supported and will not be provided as part of this service; standard warranty terms and conditions apply to supplies and consumable parts. The repair or replacement of any supplies or consumables is the responsibility of the Customer. Some exceptions may apply; contact HPE for more information. If a consumable part is eligible for coverage, as determined by HPE, call-to-repair time commitments and on-site response times do not apply to repair or replacement of the covered consumable part.

Notwithstanding anything to the contrary in this document or HPE current standard sales terms, HPE, for select enterprise storage arrays and enterprise tape products, covers and replaces defective or depleted batteries that are critical to the proper operation of the covered product.

Maximum supported lifetime/maximum usage: Parts and components that have reached their maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, product QuickSpecs, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.

General incident provisions

HPE acknowledges a support incident by logging a support case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for commencement of remedial action.

Hardware support on-site response time and call-to-repair time commitment, as well as remote response time, differ depending on incident severity and travel zones (see Tables 8 and 9 for more details). In line with the definitions outlined in the following, the Customer determines the incident severity level at the time of case creation, and it may be reviewed by agreement between HPE and the Customer.

Incident severity levels are defined as follows:

- **Severity 1**—Critical business impact; for example, production environment down; production system or production application down/critically impacted; data corruption/loss or risk; business severely affected; safety and security issues
- **Severity 2**—Limited business impact or business risk; for example, production environment available but some functions limited or degraded; severely restricted use; critical nonproduction environment or system issue
- **Severity 3**—No business impact; for example, nonproduction system (such as test system) or noncritical issue; work-around in place, installations, questions, or requests for information or guidance

HPE has established formal escalation procedures to facilitate the resolution of complex incidents. As determined by HPE, HPE management coordinates incident escalation, enlisting the skills of appropriate HPE resources to assist you with problem solving. For selected third-party software products for which HPE is providing software support and update services, HPE follows the agreed-upon escalation processes established between HPE and the third-party vendor to assist with case resolution.



General provisions and exclusions

The Customer acknowledges and agrees that HPE may use resources outside the country of purchase for delivery of these services unless otherwise specified as part of a service feature description. HPE may utilize authorized service delivery partners in certain countries where HPE does not have a direct, local presence. Any specified on-site response times, parts availability, or provision of CSR parts is subject to local capability and parts availability at the country level.

Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HPE coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.

At the discretion of HPE, service will be provided using a combination of remote diagnosis and support, services delivered on-site, and other service delivery methods. Other service delivery methods may include the delivery through courier of Customer-replaceable parts such as certain hard disk drives and other parts classified by HPE as CSR parts, or an entire replacement product. HPE determines the appropriate delivery method required to provide effective and timely Customer support and meet the call-to-repair time commitment, if applicable.

HPE may require Customers to use certain proprietary hardware and/or software systems and network diagnostic and maintenance programs, as well as certain diagnostic tools that may be included as part of their system. Proprietary service tools are and remain the sole and exclusive property of HPE and are provided as is. Proprietary service tools may reside on the systems or sites.

Customers may only use it during the applicable support coverage period and only as allowed by HPE, and Customers may not sell, transfer, assign, pledge, or in any way encumber or convey the proprietary service tools. Upon termination of support, Customers will return the proprietary service tools or allow HPE to remove these proprietary service tools. Some service features may also require Customers to:

- Allow HPE to keep the proprietary service tools resident on Customers' systems or sites, and assist HPE in running them
- Install proprietary service tools, including installation of any required updates and patches
- Use the electronic data transfer capability to inform HPE of events identified by the software
- If required, purchase HPE specified remote connection hardware for systems with remote diagnosis service
- Provide remote connectivity through an approved communications line

Customers may not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the proprietary service tools. If Customers have a mandatory right to do so under statute, they must inform HPE in writing prior to making such modifications. Customers must have rightfully acquired the license for any underlying firmware that will be covered under these services.

HPE's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HPE, as well as the accuracy and completeness of any information and data the Customer provides to HPE. If Customers do not act upon the specified Customer responsibilities, at HPE's discretion, HPE or the HPE authorized service provider will i) not be obligated to deliver the services as described or ii) perform such service at their expense at the prevailing time and material rates.

HPE reserves the right to audit Customer's installed base to verify compliance with these terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with auditor's costs being at HPE's expense). If a software license audit reveals underpayments, then Customers will pay to HPE such underpayments. If underpayments discovered exceed 5% of the contract price, Customers will reimburse HPE for the auditor costs.

HPE retains the right to determine the final resolution of all support incidents. Activities such as, but not limited to, the following are excluded from this service:

- Services required due to failure to incorporate any system fix, repair, patch, or modification provided by HPE
- Services that, in the opinion of HPE, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software
- Operational testing of applications or additional tests requested or required by the Customer
- Services that, in the opinion of HPE, are required due to improper treatment or use of the products or equipment
- Services required due to failure of the Customer to take avoidance action previously advised by HPE
- Backup and recovery of the operating system, other software, and data
- Installation of any Customer-installable firmware and/or software updates



- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems
- Any architecture optimization, performance tuning, and performance-related issues
- Nonstandard usage of HPE hardware or software, or usage thereof in contradiction with HPE recommendations
- Unless otherwise included in HPE Collaborative Support and Collaborative Assistance; support of third-party hardware or software running on or connected to the HPE product
- Formal or informal training of technical concepts (including virtualization) required to administer or operate HPE products
- Any services not clearly specified in this document

General Technical Guidance is limited to general usage, technical, and HPE best practice advice for HPE products where there are no dependencies on specific Customer environments or deployment unique configurations. Any specific advice required that is pertinent to the Customer's unique implementation requirements is outside the scope of these services and may be purchased separately.

HPE designates firmware updates as Customer installable or noncustomer installable. Designation of updates is product and/or update-specific. See product service and maintenance manuals and firmware update release notes for more information.

Due to the integrated nature of complex solutions and the interdependencies between hardware, firmware, and software, HPE recommends that Customers separately purchase combined firmware, driver, and software updates. Firmware updates to solutions performed by Customers are at Customer's risk and any assistance associated with the upgrade process or issues resulting from an upgrade is subject to HPE time and materials rates. For further information, contact a local HPE sales office or HPE sales representative for detailed information.

Customers will allow HPE, at HPE's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for properly sanitizing or removing data from products that may be replaced and returned to HPE as part of the repair process to ensure the safeguarding of the Customer's data. For more information on Customer responsibilities, see the HPE Media Handling Policy.

Customers must not be a covered entity or business associate under the U.S. Health Insurance Portability and Accountability Act (HIPAA), and that they will not be creating, receiving, maintaining, or transmitting protected health information. If Customers determine that they are a covered entity or business associate, Customers must notify HPE, and the parties agree to negotiate a mutually agreeable business associate agreement.

To the extent HPE processes personal data on Customers' behalf in the course of providing the services, the HPE Data Privacy and Security Agreement Schedule—HPE Support and Professional Services found at hpe.com/info/customer-privacy.html shall apply.

Customer responsibilities

Hardware products must be in good operating condition, as reasonably determined by HPE, to be eligible for placement under support. Customers must also maintain eligible HPE products at the latest HPE specified configuration and revision levels.

If required by HPE, the Customer or HPE authorized representative must activate the hardware product to be supported within 10 days of purchase of this service, using the registration instructions within the documentation provided by HPE, or as otherwise directed by HPE.

If a covered product changes location, activation and registration (or proper adjustment to existing HPE registration) are to occur within 10 days of the change.

Customers will ensure that an authorized representative is present when HPE provides support at their site. The Customer must ensure the covered product(s) are fully and freely accessible to the HPE authorized representative without any hindrance whatsoever prior to the delivery of the service. In order for the HPE authorized representative to perform the services, the Customer must remove any products that are physically blocked from access and ensure that any supported products are directly accessible without the need for additional tools or equipment. Additionally, the products must not pose a risk to the representative's health or safety.



Customers will provide HPE access to the products covered under support and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, Customer resources, and facilities as reasonably determined necessary by HPE to service the products; and other access requirements described in the relevant data sheet. If Customers fail to provide such access, resulting in HPE's inability to provide support, the HPE authorized representative is under no obligation to provide support and HPE shall be entitled to charge Customer for the support call at HPE published service rates. Customers are responsible for removing any products ineligible for support, as advised by HPE, to allow HPE to perform support. If delivery of support is made more difficult because of ineligible products, HPE will charge Customers for the extra work at HPE published service rates.

The Customer is responsible for installing, in a timely manner, critical Customer-installable firmware updates, as well as CSR parts and replacement products delivered to the Customer.

Upon HPE request, Customers will be required to support HPE remote resolution efforts. Customers will:

- Start self-tests and install and run other diagnostic tools and programs
- Install Customer-installable software and firmware updates and patches
- Run data collection scripts on behalf of HPE when they cannot be initiated from HPE Proprietary Service Tools
- Provide all information necessary for HPE to deliver timely and professional remote and on-site support and to enable HPE to determine the level of support eligibility
- Perform other reasonable activities to help HPE identify or resolve issues, as requested by HPE

Customers will connect hardware products covered under support with cables and connectors (including fiber optics, if applicable) that are compatible with the system according to the manufacturer's operating manual.

Any HPE recommendations, best practices, or General Technical Guidance provided is based upon information provided by the Customer with the intention to assist Customer in the areas outlined in General Technical Guidance and is provided at HPE's discretion. Any implementation of HPE recommendations or HPE best practices is outside the scope of these services. HPE recommendations, HPE best practices, and General Technical Guidance are general in nature and should be tested by the Customer for applicability to their environment or through additional services available through HPE.

To reconstruct lost or altered files, data, or programs, Customers must maintain a separate backup system or procedure that is not dependent on the products under support.

If requested by HPE, Customers will implement temporary procedures or workarounds provided by HPE while HPE works on a permanent solution.

Customers will notify HPE if they use products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require Customers to maintain such products under HPE supervision and may postpone service until they remedy such hazards.

Smart Spares Box

The following terms apply only if Customer has an HPE owned and provided Smart Spares Box installed at the Customer's site. The Smart Spares Box is configured to store a remotely manageable inventory of product spare parts (**Smart Spares Box Content**) in connection with the qualifying support services described in this data sheet.

Customer responsibilities

1. Allow HPE to deliver and timely install (including securing permission for placement and installation at Customer sites leased from or owned by a third party) the Smart Spares Box on Customer's premises at a location mutually determined by the parties for purpose described previously
2. Allow HPE to have timely unrestricted access to the Smart Spares Box to drop-off and pick up Smart Spares Box Content, inspect, maintain, repair, and deinstall or replace the Smart Spares Box as requested by HPE
3. Refrain from transferring the care or custody or removing the Smart Spares Box
4. Notify HPE as soon as reasonably possible of any unauthorized use or damage to or malfunction of the Smart Spares Box, as soon as reasonably possible following discovery by Customer



5. Take reasonable care (including taking reasonable measures to prevent loss or damage) of the Smart Spares Box and Smart Spare Box Content while installed at Customer's site
6. Upon termination or expiration of support coverage with HPE, or at HPE's sole discretion, allow HPE to remove the Smart Spares Box and Smart Spares Box Content. Customer can request removal of the Smart Spares Box by providing HPE with 60 days advance notice

Additional limitations

The Smart Spares Box is considered a proprietary service tool as defined in HPE support terms, including any supporting material. The Customer expressly acknowledges that neither this provision nor the provisioning of the Smart Spares Box constitutes a sale or rental of the Smart Spares Box or the Smart Spares Box Content. The Smart Spares Box is provided as is, without express or implied warranty of any kind, and to the extent permitted by law, HPE disclaims all warranties.

Service update notifications

HPE may update or alter service features and functionality of this service. Customers who register online for this service will receive notifications about updates and changes through the online Customer support portal or the [HPE Tech Care Service web page](#).

Ordering information

For products containing individually sold and supported units or options, all individually sold and supported units or options must be on contract and at the same service level as the base product if that service level is available on those units or options. Where the service on the base product is no longer purchasable, HPE Tech Care Service may be sold on add-ons and upgrades to facilitate support coverage of the add-ons and upgrades under the base product service provided the service coverage windows align.

When software support is purchased, it must be for the same service coverage (or higher) as the base product and for each system, processor, processor core, or end user in the Customer's environment that will require support.

Availability of service features and service levels may vary according to local resources and may be restricted to eligible products and geographic locations.

To obtain further information or to order HPE Tech Care Service, contact a local HPE sales representative and reference the following product numbers (x denotes the service length in years; options are 3, 4, or 5 years, or C for contractual services).

- HPE Tech Care Critical SVC (HU4A3Ax)
- HPE Tech Care Critical wDMR SVC (HU4A4Ax)
- HPE Tech Care Critical wCDMR SVC (HU4A5Ax)
- HPE Tech Care Essential SVC (HU4A6Ax)
- HPE Tech Care Essential wDMR SVC (HU4A7Ax)
- HPE Tech Care Essential wCDMR SVC (HU4A8Ax)
- HPE Tech Care Basic SVC (HU4B2Ax)
- HPE Tech Care Basic wDMR SVC (HU4B3Ax)
- HPE Tech Care Basic wCDMR SVC (HU4B4Ax)

Depending on the point of purchase and the requested service-level option, other product numbers may apply. Consult a local HPE representative or HPE reseller regarding which product number will best meet your specific needs.



HPE Tech Care Service Addendums

Some HPE Tech Care Service features may vary for certain HPE products. Any service differences are detailed in the corresponding HPE Tech Care Service Addendum for that HPE Product.

[HPE Tech Care Service—Addendum for 6-year and 7-year support](#)

[HPE Tech Care Service—Addendum for Multivendor products](#)

[HPE Tech Care Service—Addendum for HPE Storage products](#)

[HPE Tech Care Service—Addendum for Zerto software products](#)

[HPE Tech Care Service—Addendum for Microsoft Windows Server support](#)

[HPE Tech Care Service—Addendum for HPE Telco Service Level](#)

[HPE Tech Care Service—Addendum: HPE for VMware® Extended support](#)

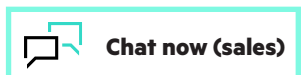
For more information

To get started using HPE Tech Care Service visit hpe.com/services/getstarted.

For more information on HPE Tech Care Service or other support services, contact any of our worldwide sales offices or visit the following website: hpe.com/services/support.

Learn more at

[HPE.com/services/TechCare](https://hpe.com/services/TechCare)



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This data sheet is governed by the Hewlett Packard Enterprise current standard sales terms, which include the supplemental data sheet, or, if applicable, the Customer's purchase agreement with Hewlett Packard Enterprise.

The HPE Tech Care Service data sheet is made available to Customers in multiple languages to facilitate the general understanding of the service, features, or provisions. Except where local law requires the translated version to take precedence, in case of a conflict the English version controls the definition and deliverables of the service.

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EXHIBIT B

PAYMENT RATES AND SCHEDULE

The purchase price which City agrees to pay to Contractor for the Equipment and Services is One Hundred Fifty-Four Thousand, Nine Hundred Sixty-Nine Dollars and Fourteen Cents (\$154,969.14) per Contractor's quote attached hereto and incorporated herein as though set forth in full.



PRICING¹

Pricing

This engagement will be conducted on a **Fixed Fee** basis unless otherwise agreed to by both parties via the project change control procedure, as outlined within a PCR will be issued specifying the amended value.

Element	Price
Fixed Fee Labor	\$27,500
Fixed Fee Project Management	\$ 5,500
Total	\$33,000

Payment Terms

Purchase – Services

- All services will be invoiced as follows:
 - 50% of services invoiced upon signature of SOW (down payment)
 - Remaining 50% of services to be invoice when project is completed
 - Due 30 days from date on invoice

Travel and Expenses

All reasonable expenses incurred by Helixstorm’s staff for travel, meals, lodging and other incidentals costs are in addition to in the fees above. No such expenses shall be incurred without Client’s prior written consent. Helixstorm will work with Customer to take advantage of appropriate discounts and other corporate programs to minimize these expenses. Helixstorm will invoice expenses at cost either monthly or at the completion of the project.

Project Acceptance

Upon completion of all Helixstorm tasks and deliverables contained in the SOW, Helixstorm will provide **Client** with a Project Delivery Acceptance Form (DAF) for signature. **Client** will have 7 business days to return the signed DAF or a written response notifying Helixstorm of any outstanding or incomplete Helixstorm task or deliverables. If **Client** fails to respond after 7 business days Helixstorm shall deem the project accepted by **Client**.

¹ Pricing is valid for 30 days from the date of this document



QUOTE

27238 Via Industria, Temecula, CA 92590

Number HLXQ6233-02

Direct: (951) 816-6845

Date Nov 11, 2024

Email: alan.roa@helixstorm.com

Sold To:
City of Temecula Andre Gonzalez 41000 Main Street Temecula, CA 92590
Phone: (951) 694-6403
Email: andre.gonzalez@temeculaca.gov

Ship To:
City of Temecula Andre Gonzalez 41000 Main Street Temecula, CA 92590
Phone: (951) 694-6403
Email: andre.gonzalez@temeculaca.gov

Account Manager	P.O. Number	Ship Via	Terms
Alan Roa		Ground	Net 30

3-Node dHCI compute
 Alletra 5010H - 22TB Raw Capacity
 (2) SN2010m switches
 5-years of production support

Qty	Description	Unit Price	Ext. Price
1	HPE 3-Node dHCI with Alletra 5010H Storage Array HPE NS dHCI w/ Alletra 5000 BC Trk (3) HPE DL360 Gen11 8SFF CTO Server (6) INT XEON-G 6444Y CPU FOR HPE (48) 32GB (1x32GB) Dual Rank x8 DDR5-4800 CAS-40-39-39 EC8 Registered Smart Memory Kit (6) BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr (3) HPE DL3X0 Gen11 1U High Perf Fan Kit (6) HPE 1000W FS Ti Ht Plg PS Kit (6) HP 6 foot, 10 AMP, Nema 5-15P to IEC320-C13 US Power Cord (Plugs Server to Wall - NEMA) (3) HP iLO Adv incl 3yr TS U 1-Svr Lic (3) HPE DL3XX Gen11 CPU2/OCP2 x8 Enable Kit (3) HPE DL3XX Gen11 1U Bezel Kit (3) HPE DL300 Gen10+ 1U CMA for Rail Kit (3) HPE NS204i-u Gen11 Ht Plg Boot Opt Dev (6) HPE DL360 Gen11 High Perf Heat Sink Kit (3) HPE DL360 Gen11 NS204i-u Front Cbl Kit (3) HPE DL3XX Gen11 Easy Install Rail 3 Kit (3) HPE AL dHCI PL G11 w/ESXi 8.0 FIO SW (2) HPE 25GbE 18SFP28 4QSFP28 Power to Connector Airflow Half Width Switch SN2010M with NVIDIA Cumulus	\$112,077.00	\$112,077.00

Continued on Next Page...

Approved By: _____

Date: _____

Qty	Description	Unit Price	Ext. Price
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HPE SN2100MRack Installation Kit

HPE 5Y TC Essential SVC

- (3) HPE iLO Advanced Non Blade Support
- (3) HPE DL360 Gen11 Support
- (2) HPE SN2010M Switch w/NVD Support
- HPE Alletra dHCI 5010H DC CTO Base Array
- HPE NS 2x25GbE 2p SFP28 FIO Adptr Kit
- HPE Alletra 5010H 1.92TB FIO Cache Bdl
- (2) HPE NS NEMA 5-15 to C13 US FIO Pwr Cord
- HPE Alletra Tier 1 Storage Array Std Trk
- HPE Alletra 5010H 22TB SAS HDD Bdl
- HPE AL STG 5000 2X 1200W PLAT FIO PS KIT
- HPE NS dHCI NOS PG ESXi 8.0 FIO SW
- (22) HPE GL Prv Cld w/AL STG 5000 5yr SaaS
- HPE NS 2x25GbE 2p SFP28 FIO Adp Kit Supp
- HPE ALLETRA 5010H DC CTO BASE ARRAY SUPP
- HPE ALLETRA 5010H 22TB SAS HDD BDL SUPP
- HPE ALLETRA 5010H 1.92FIO CACHE BDL SUPP

1	DAC and Ethernet Cables to connect dHCI and uplink to existing network.	\$2,500.00	\$2,500.00
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Quote valid for 30 days

Tax and shipping will be assessed on invoice

All services are an estimate and a formal Statement of Work is required when applicable

Invoice will be sent upon equipment ship date and due 30 days from date on invoice.

SubTotal	\$114,577.00
Tax	\$6,392.14
Shipping	\$1,000.00
Total	\$121,969.14

Approved By: _____

Date: _____