

# HPE Foundation Care Service

## Support Services

### Service overview

HPE Foundation Care Service is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure. Hewlett Packard Enterprise (HPE) technical resources provide support and work with your IT team to help you resolve hardware and software problems with HPE and selected third-party products.

For hardware products covered by HPE Foundation Care, the service includes remote diagnosis and support, as well as on-site hardware repair if it is required to resolve an issue. For eligible HPE hardware products, this service may also include Basic Software Support and Collaborative Call Management for selected non-HPE software. Contact HPE for more information and determination regarding which eligible software products may be included as part of your hardware product coverage. For software products covered by HPE Foundation Care, HPE provides remote technical support and access to software updates and patches. Updates for selected HPE-supported third-party software products are included, as they are made available from the original software manufacturer.

In addition, HPE Foundation Care provides electronic access to related product and support information, enabling any member of your IT staff to locate this commercially available essential information. For third-party products, access is subject to availability of information from the original manufacturer.

You can choose from a set of reactive support levels to meet your business and operational needs.

### HPE Foundation Care Service-level options

The HPE Foundation Care options noted in the following are product dependent. HPE will provide the hardware support features for covered hardware products and the software support features for covered software products.

Hardware support coverage windows and response times will apply to covered hardware products, and software support coverage windows and response times will apply to covered software products.

All coverage windows are subject to local availability. Product eligibility may vary. Contact a local HPE sales office for detailed information on service availability and product eligibility.

Regardless of your coverage window, incidents with covered hardware or software can be reported to HPE via telephone or web portal, as locally available, or as an automated equipment reporting event via the HPE electronic remote support solution 24 hours a day, 7 days a week.

For products covered by HPE Foundation Care, HPE offers three distinct service levels:

- **HPE Foundation Care NBD Service**
- **HPE Foundation Care 24x7 Service**
- **HPE Foundation Care CTR Service**



**Table 1.** Service-level options

Service-level options	Coverage window	Hardware response time <sup>1</sup>	Software response time
<b>Next business day (NBD)</b>	Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.	Next-business-day on-site response for covered hardware. Cases received outside the coverage window will be acknowledged the next coverage day and serviced within the following coverage day.	
<b>24x7</b>	24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.	4-hour on-site response for covered hardware.	
<b>Call to repair (CTR)</b>	24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.	6-hour call-to-repair time: For critical incidents (Severity 1), HPE will return the covered hardware to operating condition within six hours. <sup>2</sup> Availability of call-to-repair times is dependent on the proximity of your site to an HPE-designated support hub, as described in the <a href="#">Travel zones</a> section. For noncritical incidents (Severity 2 or 3), or at your request, HPE will work with you to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time will then start at that time. Incident severity levels are defined in the <a href="#">General provisions</a> section.	Once a software case is logged, an HPE Solution Center engineer will respond to the case within two hours during the coverage window.

<sup>1</sup> On-site response time for hardware issues begins when the initial case has been received and acknowledged 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.

<sup>2</sup> Call-to-repair time for hardware issues begins when the initial case has been received and acknowledged by HPE or at the start time for work scheduled in agreement with you, as specified in the [Hardware call-to-repair](#) section. Call-to-repair time ends with HPE's determination that the hardware is repaired, or when the incident is closed with the explanation that HPE has determined that no on-site intervention is required. For HPE ConvergedSystem, call-to-repair time begins when the initial case has been received and acknowledged by HPE as a hardware problem.

## Travel zones

All hardware on-site response times apply only to sites located within 160 km (100 miles) of an HPE designated support hub. Travel to sites located within 320 km (200 miles) of an HPE designated support hub is provided at no additional charge. If the site is located more than 320 km (200 miles) 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.

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

**Table 2.** Travel zones

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

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

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

**Table 3.** CTR Travel zones

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

## General provisions

HPE will acknowledge a case by logging a 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 software support remote response time, may differ depending on incident severity. The Customer determines the incident severity level.

### Incident severity levels are defined as follows:

- Severity 1 — Critical or Severe Business Impact: For example, production environment down: production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety and security issues
- Severity 2 — Limited Business Impact or Business Risk: For example, critical nonproduction environment or system issue; production environment available but some functions limited or degraded; severely restricted use
- Severity 3 — No Business Impact: For example, nonproduction system (e.g., test system) or noncritical issue; work around in place, installations



## Specifications

**Table 4.** Service features

Feature	Delivery specifications
<b>Hardware support</b>	
<b>Remote problem diagnosis and support</b>	<p>Once the Customer has placed and HPE has acknowledged the receipt of a case as described in the <a href="#">General provisions</a> section, HPE will work during the coverage window to isolate the hardware incident and to remotely <a href="#">troubleshoot, remedy</a>, 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>HPE will provide telephone assistance during the service coverage window for installation of Customer-installable firmware or parts classified by HPE as Customer Self Repair (CSR) parts.</p>
<b>On-site hardware support</b>	<p>For hardware incidents that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative will provide on-site technical support on covered hardware products to return them to operating condition. Once an HPE authorized representative arrives at your site, the representative will continue 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"> <li>• Install available engineering improvements for covered hardware products to help you ensure proper operation of the hardware products and maintain compatibility with HPE-supplied hardware replacement parts</li> <li>• 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</li> </ul> <p>At your request, HPE will install during coverage hours critical 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.</p>
<b>Replacement parts and materials</b>	<p>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 engineering improvements required by HPE to assure supportability of the product.</p>
<b>Firmware updates for selected products</b>	<p>As part of this service, you will have the right to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE's 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), you must also have, if available, active HPE Foundation Care support coverage or an active HPE Software Support agreement on the firmware-based software products to receive, download, install, and use related firmware updates.</p> <p>HPE will provide, install, or assist you with installation of firmware updates as previously described in this document only if you have the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HPE or original manufacturer software license terms.</p>
<b>Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products</b>	<p>Basic Software Support provides 24 hours per day, 7 days per week phone support for selected independent software vendor (ISV) software that resides on hardware covered by HPE Foundation Care. For Basic Software Support, HPE will investigate and attempt to resolve problems by asking you 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 you 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. If the case is still not resolved, then Collaborative Call Management can be initiated at your request.</p> <p>If HPE determines that a problem is caused by a selected ISV product and the problem is not resolved by you applying known available fixes, HPE will, at your request, initiate Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where you have appropriate active support agreements in place with selected ISVs and you have taken the steps necessary to ensure that HPE can submit cases on your behalf for the limited purpose of placing a support case with the vendor. HPE will engage the ISV and provide information about your issue, as obtained during the Basic Software Support service case. Once the case has transitioned to the ISV, it is then the responsibility of the ISV to resolve your issue, which will be subject to the support levels of the agreement between you and that ISV. Once the ISV is engaged, HPE will close the HPE case, but you or ISV can resume the service issue with HPE if needed by referencing the original case identification number.</p> <p>Basic Software Support and Collaborative Call Management apply only to select ISV software when that software is not under HPE support. When ISV software is covered by HPE Software Support, support is provided as described in the <a href="#">Software support</a> section of this table. Note: For a list of the non-HPE software products eligible for Basic Software Support and Collaborative Call Management, please refer to <a href="http://hpe.com/services/collaborativesupport">hpe.com/services/collaborativesupport</a>.</p>



**Table 4.** Service features (continued)

Feature	Delivery specifications
<b>Periodic maintenance</b>	<p>For more information on eligible products that will receive periodic maintenance services as part of this service, please 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. Any services provided outside of HPE standard business hours may be subject to additional charges.</p> <p>HPE will plan the necessary periodic maintenance activities, and identify and communicate any 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>
<b>Software support</b>	
<b>Access to technical resources</b>	<p>You can access HPE technical resources via telephone, electronic communication, or fax (where locally available) for assistance in resolving software implementation or operations problems.</p>
<b>License to use software updates</b>	<p>You receive the license to use software updates to HPE or HPE-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original HPE or original manufacturer software license terms, provided you have rightfully acquired the original software license.</p> <p>The license terms shall be as described in the HPE software licensing terms corresponding to your prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany or otherwise be made available for such software updates provided under this service.</p> <p>Distribution of certain third-party software updates, license agreements, and license keys may be made directly from the third-party vendor to you, as applicable.</p>
<b>Software support</b>	<p>HPE provides corrective support to resolve identifiable and Customer-reproducible software product problems, support to help you identify problems that are difficult to reproduce, and assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p> <p>Once a software case is logged, an HPE Solution Center engineer will respond to the case within two hours. Cases received and answered outside the service coverage window will be logged the next day for which you have a service coverage window (may vary by geographic location).</p>
<b>Installation advisory support</b>	<p>Limited advisory support is provided and is restricted to basic advisory assistance if you encounter difficulties while performing a software product installation or advice on proper installation methods and updating of standalone applications. The scope of such advisory support is at HPE's discretion.</p> <p>Exclusions to this advisory support include, but are not limited to, the following: any downloading of complete software packages or walking you through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.</p>
<b>Software features and operational support</b>	<p>HPE provides information, as commercially available, on current product features, known problems and available solutions, and operational advice and assistance.</p>
<b>Software product and documentation updates</b>	<p>As HPE releases updates to HPE software, the latest revisions of the software and reference manuals are made available to you. For selected third-party software, HPE will provide software updates as such updates are made available from the third party, or HPE may provide instructions on how you 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 you 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 via the HPE Support Center. The Software Updates and Licensing portal provides you with electronic access to receive and proactively manage software product and documentation updates.</p> <p>For other HPE-supported third-party software, you 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>



**Table 4.** Service features (continued)

Feature	Delivery specifications
<b>Other features</b>	
<b>Access to electronic support information and services</b>	<p>As part of this service, HPE provides you with access to certain commercially available electronic and web-based tools. You have access to:</p> <ul style="list-style-type: none"> <li>• Certain capabilities made available to registered users with linked entitlements, such as downloading selected HPE software patches, subscribing to hardware-related proactive service notifications, and participating in support forums for solving problems and sharing best practices with other registered users.</li> <li>• Expanded web-based searches of technical support documents to facilitate faster problem solving and certain HPE proprietary service diagnostic tools with password access.</li> <li>• A web-based tool for submitting questions directly to HPE; the tool helps to resolve problems quickly with a prequalification process that routes the case to the resource qualified to answer the question; it also allows the status of each case submitted to be viewed, including cases submitted by telephone.</li> <li>• HPE and third-party hosted knowledge databases for certain third-party products, where you can search for and retrieve product information, find answers to support questions, participate in support forums, and download software updates; this service may be limited by third-party access restrictions.</li> <li>• The Software Updates and Licensing portal, which provides you with electronic access to receive, proactively manage, and plan for software product updates; access to the portal is through the HPE Support Center.</li> </ul>
<b>Escalation management</b>	<p>HPE has established formal escalation procedures to facilitate the resolution of complex incidents. Local 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 will follow the agreed-upon escalation processes established between HPE and the third-party vendor to assist with case resolution.</p>
<b>HPE electronic remote support solution</b>	<p>For eligible products, the HPE electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HPE support specialist will only use the remote system access with your authorization. The remote system access may enable the HPE support specialist to provide more efficient troubleshooting and faster case resolution.</p>

## Specifications (Optional)

**Table 5.** Optional service features

Feature	Delivery specifications
<b>Defective media retention</b>	<p>For eligible products, the defective media retention (DMR) service feature option allows you to retain 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 Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention.</p>
<b>Comprehensive defective material retention</b>	<p>In addition to defective media retention, the comprehensive defective material retention service feature option allows you to retain additional 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 comprehensive defective material retention. The components that can be retained under this service feature are outlined in the document located at <a href="https://hpe.com/services/cdmr">hpe.com/services/cdmr</a>.</p>
<b>Optional features available only with HPE Contractual Services</b>	
<b>Preventive maintenance</b>	<p>An HPE authorized representative will visit your site at regularly scheduled intervals. You shall call HPE to request and schedule a preventive maintenance visit at the agreed-upon intervals. Availability and deliverables may vary by region.</p> <p>Preventive maintenance services will be delivered between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays, regardless of the selected coverage window.</p>



## Coverage

For [HPE ProLiant servers](#) and storage systems, the service on the main product covers HPE-branded hardware options not designated by HPE as requiring separate coverage, that are qualified for the server, are purchased at the same time or afterward, and are internal to the enclosure, as well as HPE-supported and -supplied tower UPS products. These items will be covered at the same service level as the main product.

For [HPE BladeSystem](#) enclosures, this service covers the enclosure, power supplies, fans, enclosure devices, and options not designated by HPE as requiring separate coverage.

For [HPE Moonshot systems](#), this service covers the chassis, power supplies, fans, chassis devices, and servers not designated by HPE as requiring separate coverage.

For HPE ProLiant servers, storage, or HPE BladeSystem enclosures installed within a rack, the service also covers all HPE qualified rack options not designated by HPE as requiring separate coverage. Coverage includes HPE-supported and -supplied UPS products not exceeding 12 kVA, KVM switch, console, and PDU installed within the same rack. The UPS battery is covered separately under its own warranty terms and conditions, limited to the term of the applicable warranty period.

For HPE networking systems, the service on the main product covers HPE-branded hardware options not designated by HPE as requiring separate coverage, that are qualified for the system, are purchased at the same time or afterward, and are internal to the system (for example, connectivity modules, transceivers, and internal power supplies).

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's current standard sales terms, HPE will, for select enterprise storage arrays and enterprise tape products, cover and replace 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.

## Prerequisites, Customer responsibilities, and service limitations

### Hardware on-site support

An on-site response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described herein.

For technical hardware issues that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative will provide on-site technical support on covered hardware products to return them to operating condition. 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.

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 a time period designated by HPE. In the event that 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 you 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's practice to express ship to your location the CSR parts that are critical to the product's operation. For more information about CSR, visit [hpe.com](http://hpe.com) and search for the HPE Product User and Maintenance Guide for your product.



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 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.

The Customer agrees to pay additional charges if the Customer requests that HPE install Customer-installable firmware or software updates or patches. Any additional charges to the Customer will be on a time and materials basis, unless otherwise previously agreed to in writing by HPE and the Customer.

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, including those outlined in the HPE Media Sanitization Policy and Media Handling Policy for Healthcare Customers, go to [hpe.com/mediahandling](https://hpe.com/mediahandling).

## Hardware call-to-repair

For hardware call-to-repair time commitments, HPE requires that you install and operate the appropriate HPE remote support solution, with a secure connection to HPE, in order to enable the delivery of the service. Please contact a local HPE representative for further details on requirements, specifications, and exclusions. If you 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 you do not deploy the appropriate HPE remote support solution in cases where recommended and available. Installation of Customer-installable firmware is your responsibility.

HPE, at its sole discretion, may require an audit on the covered products. If such an audit is required, an HPE authorized representative will contact you, and you will agree to arrange for an audit to be performed within the initial 30-day time frame. At the sole discretion of HPE, the audit may be performed on-site, via remote system access, via 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 audits 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 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.

The hardware repair time may vary for specific products.

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

The hardware call-to-repair time commitment is subject to you providing immediate and unrestricted access to the system, as requested by HPE. The call-to-repair time commitment does not apply when system access, including physical, remote troubleshooting, and hardware diagnostic assessments, is delayed or denied. If you request scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

A hardware call-to-repair time commitment does not apply to software products or when you choose to have HPE prolong diagnosis rather than execute 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 batteries for selected enterprise storage arrays and enterprise tape products.

The following activities or situations will 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
- 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



## Defective media retention and comprehensive defective material retention

The defective media retention and comprehensive defective material retention service feature options apply only to eligible data retentive components replaced by HPE due to malfunction. They do not apply to any exchange of data retentive components that have not failed.

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.

Defective media retention service and comprehensive defective material retention service coverage for options designated by HPE as requiring separate coverage, if available, must be configured and purchased separately.

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

If you choose to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature options, it is your 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, accept the replacement component, provide HPE with identification information such as the serial number for each component retained hereunder, and, upon HPE request, execute 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 you as loaned, rented, or leased products, you will promptly return the replacement components at the expiration or termination of support with HPE. You 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.

## Collaborative Call Management for non-HPE software

In order for HPE to provide Collaborative Call Management, you must have an active support agreement with the software vendor that includes the required service level and features that allow you to place cases and receive support from the vendor. If the vendor requires it, you will take any steps necessary to ensure that HPE can submit cases on your behalf. In addition, you must provide HPE with the appropriate information needed for HPE to initiate a service case with the software vendor on behalf of you. 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 cases only. Purchase of Collaborative Call Management does not assign the support agreement between you and vendor to HPE. You remain responsible for the performance of its 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.

## Software support

Software updates are not available for all software products. For some products, software updates include only minor improved features. New software versions must be purchased separately.

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.



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 will provide 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 the HPE Support Center.
- 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.

## 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.

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 via a 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 will determine the appropriate delivery method required to provide effective and timely Customer support and meet the call-to-repair time commitment, if applicable.

You must have rightfully acquired the license for any underlying firmware that will be covered under these services.

To be eligible to purchase this service, you 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 you into service eligibility.

If you do not act upon your 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 your expense at the prevailing time and material rates.

HPE retains the right to determine the final resolution of all incidents.

Activities such as, but not limited to, the following are excluded from this service:

- Services required due to your failure to incorporate any system fix, repair, patch, or modification provided to you by HPE
- Services that, in the opinion of HPE, are required due to unauthorized attempts by non-HPE personnel to install, repair, maintain, or modify hardware, firmware, or software
- Operational testing of applications, or additional tests requested or required by you
- 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 you 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

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 or provision of CSR parts is subject to local parts availability at the country level.

Coverage for eligible multivendor systems is limited to all standard vendor-supplied internal components.



## Customer responsibilities

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

The Customer is responsible for removing devices that are blocked from physical access and ensuring any covered devices are directly accessible without the use of additional tools or equipment and do not expose the HPE authorized representative to a potential health or safety hazard in order to perform the services. The Customer must ensure the covered device(s) are fully and freely accessible to the HPE authorized representative without any hindrance whatsoever prior to the delivery of the service.

Remote Support: Upon HPE request, you will be required to support HPE's remote case resolution efforts. You 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 Remote Support Technology
- Provide all information necessary for HPE to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
- Perform other reasonable activities to help HPE identify or resolve cases, as requested by HPE

## 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 de-install or replace the Smart Spares Box as requested by HPE
3. To not transfer the care or custody or remove 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 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 sixty (60) days advance notice

### Additional limitations

The Smart Spares Box is considered a Proprietary Service Tool as defined in HPE's 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.**



## 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.

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 Foundation 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 HPE Contractual Services).

- HPE Foundation Care NBD SVC (H7J32Ax)
- HPE Foundation Care NBD wDMR SVC (H7J33Ax)
- HPE Foundation Care 24x7 SVC (H7J34Ax)
- HPE Foundation Care 24x7 wDMR SVC (H7J35Ax)
- HPE Foundation Care CTR SVC (H7J36Ax)
- HPE Foundation Care CTR wDMR SVC (H7J37Ax)

CDMR requires DMR and can either be selected as a configurable option within the DMR service levels, or the CDMR service level will be preconfigured with both DMR and CDMR features included.

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

## Learn more at

[HPE.com/us/en/services/tech-care.html](https://www.hpe.com/us/en/services/tech-care.html)

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

