



# Statement of Work for

## Government Legal Department Renewal

Prepared by:	 Services Solution Architect
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Government Legal Department Renewal	<b>Statement of Work</b>	 <b>Hewlett Packard</b> Enterprise
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#### Document Information

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<b>Opportunity Name:</b>	GOVERNMENT LEGAL DEPARTMENT Renewal 092020		
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## Proprietary Notice

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All Customer employees and their representatives shall not communicate, release or permit the communication of any information or data provided, collected or developed for the purpose of or in connection with this SOW document except, for the purpose of or in connection with the performance of this SOW. The Customer will be solely and wholly responsible for ensuring all such employees are aware of and abide by this condition.

This document version replaces all previous issues.

## 1 Introduction

This Statement of Work GOVERNMENT LEGAL DEPARTMENT Renewal ("SOW") is effective as of the SOW Effective Date and is made by and between Government Legal Department ("Customer") and Hewlett-Packard Limited ("Supplier"). This SOW is pursuant to HP Customer Terms - Support ("Agreement") dated October 2017 entered into between Customer and Hewlett-Packard Limited.

In the event of a conflict between the Agreement and this SOW, this SOW shall take precedence. This SOW, including any exhibits, appendices, datasheets and corresponding purchase orders, together with the Agreement constitute the entire agreement between Customer and Supplier, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder.

Terms used but not defined in this SOW have the meaning ascribed to them in the Agreement.

This SOW identifies the Services to be provided by Supplier or one or more of its Affiliates (if applicable, these are specified in Appendix J, Affiliates) to Customer or one or more of its Affiliates, in consideration for the payment by Customer (or the relevant Customer Affiliate) of the Charges specified in Appendix B, Charges.

### 1.1 Effective date and expiration date

The Services delivered under this SOW will commence on the Service Commencement Date (1<sup>st</sup> October 2023).

The normal expiry date for this SOW will be midnight GMT on the 1st anniversary of the Service Commencement Date.

### 1.2 Definitions and abbreviations

#### 1.2.1 Definitions

For the purpose of this SOW and when written with an initial capital letter, the terms set forth below shall be defined as follows:

Term	Meaning
Baseline Charge(s)	The initial annual charge(s) for the Service(s) at Service Commencement Date



Term	Meaning
Business Day	Shall mean a day (not being a Saturday or a Sunday) when clearing banks are open for business in the City of London
Coverage Hours	Shall mean the hours of coverage as specified within this SOW, section 2.5, Service Availability and Hours of Cover
Customer	Shall mean Government Legal Department
Eligible Products	Shall mean the inventory as specified in Appendix A1
Event	Shall mean an event logged by Customer with Supplier and which results in Supplier issuing a unique reference for that Event
Minor Upgrades	Shall mean upgrades of firmware, code or software that as released by the manufacturer change only the minor software version of a product as specified in the format "version (v) <i>major.minor</i> ". For the avoidance of doubt, Minor Upgrades shall not include any major releases or upgrades, as defined by the manufacturer, for which there may be additional charges
Monthly Charge	Shall mean the sum equal to the annual Baseline Charge (as defined in Appendix B), divided by twelve (12)
Normal Working Hours	Shall mean Monday to Friday, 08:00–17:00 on Business Days
Permanent Fix Time	Shall mean the time between the initial incident call being placed by Customer with Supplier, and Supplier providing a Permanent Fix
Quarter	Shall mean a period of three (3) contiguous months commencing at the Service Commencement Date
Response Time	Shall mean the sooner of time taken for the Supplier engineer to arrive at Customer Location or for Supplier to make initial contact (e.g. phone)

Term	Meaning
Services	Shall mean the services provided under the SOW and described in 2.2, 'Services to be Provided'
Service Commencement Date	The date that the Services will commence – 1 <sup>st</sup> October 2023
Site Location	Shall mean a defined and agreed location specified in the Site Location List (Appendix A2 – 'Site Location List')
SOW Effective Date	The date of final signature of Customer and Supplier
Supplier	Shall mean Hewlett-Packard Ltd
Unit Replacement	Shall mean an entire unit, or substantial part of a unit, provided in exchange for a faulty unit and as an alternative to effecting a repair.

### 1.2.2 Abbreviations

Abbreviation	Meaning
AAT	Assigned Account Team
ASC	HPE Advanced Solution Centre
ASM	HPE Account Support Manager
ASP	Account Support Plan
CDMR	Comprehensive Defective Material Retention
CDS	Customer Delivery Services (a wholly-owned subsidiary of HPE).
CSAM	Client Services Account Manager
DC	HPE Complete Care Services
DMR	Defective Material Retention
EOL	End of Life (product obsolescence)
EOSL	End of Service Life
HDD	Hard Disk Drive
HPE	Hewlett Packard Enterprise
HPESC	HPE Support Center web portal
OEM	Original Equipment Manufacturer
SAID	Support Agreement ID
SAN	Storage Area Network
SKU	Stock Keeping Unit
SOW	Statement of Work



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SSD	Solid State Drive
TAM	HPE Technical Account Manager
TC	HPE Technical Consultant

### 1.3 Background

Renewal of existing proactive Complete Care service offer

### 1.4 Overview of services

The following services will be delivered under this SOW:

- Hardware Support Onsite Service
- Complete Care Services (DC)

### 1.5 SOW purpose

The purpose of this SOW is to list the contractual service elements that will be provided by Supplier.

This document is intended to provide:

- A specific list of the services to be delivered under this Statement of Work
- Procedures to be followed including escalation routes where necessary
- Finances and Charges relating to the Service

## 2 Services

### 2.1 Provider of services

The Services under this SOW will be provided by Supplier and the contract shall be solely between Customer and Supplier.

Supplier does not intend the use of Affiliates to deliver the Service(s) under this SOW. Where Affiliates are used, these will be listed by Supplier in Appendix J, Affiliates.

### 2.2 Services to be provided

The following Services will be delivered under this SOW:

- Pro-active Services, together with Relationship Management Services, under the Complete Care portfolio

#### 2.2.1 Hardware Support Onsite Service

Description	Supplier will provide on-site hardware maintenance services for Supported Equipment as per the agreed equipment list in Appendix A1 "Eligible products" and the supported sites listed in Appendix A2 "Site Location List"
Supplier responsibilities	Provide hardware maintenance services as documented in Appendix H, Service Datasheets – Datasheet 'HPE Datacenter Care Service'
Customer responsibilities	<ol style="list-style-type: none"><li>1. Ensure hardware to be maintained is under contract and listed in Appendix A1 "Eligible Products"</li><li>2. Provide to Supplier on demand any and all applicable processes, procedures and requirements to fulfil this request</li></ol>
Dependencies	
Assumptions	
Limitations	All hardware to be maintained must be under contract and listed in Appendix A1 "Eligible Products"
Exclusions	Hardware not listed in Appendix A1 "Eligible Products", or sites not listed in Appendix A2 "Site Location List", are not covered
Charges applicable	Charges applicable to this are detailed in Appendix B1, "Baseline Charges"
Comments (if necessary)	Supplier will always respond to a call logged by Customer and if found not to be included in the agreed equipment list in Appendix A1 "Eligible Products" Supplier will treat the call on a reasonable endeavours basis and charge time and materials prices where applicable. Customer will then have the option to add non maintained hardware through the Change Control process in Appendix C.

## 2.2.2 Complete Care Services (CC)

Supplier will deliver to Customer, services that will consist of:

- Proactive Support Services – Complete Care
  - Core Proactives
  - Compute Services
  - Storage Services
  - SAN Services

The following sections describe each of these services in more detail including key activities, responsibilities, deliverables and assumptions.

### 2.2.2.1 Core Proactive

Description	Supplier will provide relationship management services for the equipment in Supported Equipment as per the agreed equipment list in Appendix A1 “Eligible Products” and the supported sites listed in Appendix A2 “Site Location List”.
Supplier responsibilities	Provide Relationship Management services as documented in the following sections of Appendix H, Service Datasheets – Datasheet ‘UK Complete Care’; <ul style="list-style-type: none"> <li>• Assigned account team</li> <li>• Account support plan</li> <li>• Service planning and review (Monthly)</li> <li>• Support activity review (Monthly)</li> <li>• Operational and technical advice</li> <li>• Inventory Management</li> <li>• Supplier support centre</li> <li>• Supplier enhanced Incident Management</li> <li>• Rapid response to critical hardware and software incidents (24x7)</li> <li>• Accelerated escalation management</li> <li>• Remote hardware and software incident diagnosis and support</li> <li>• Supplier electronic remote support solution</li> <li>• Service improvement planning</li> <li>• Assistance on non-Supplier products</li> <li>• Collaborative call management on non-Supplier products</li> <li>• Access to electronic support information and services</li> </ul>
Customer responsibilities	Provide a point of contact for support issues and attend support planning and review meetings.
Dependencies	See Section 5.2
Assumptions	See Section 5.2
Limitations	Support planning and review, Support activity review, Supplier education planning and assistance are delivered during Normal Working Hours on Business Days
Exclusions	
Charges applicable	Charges applicable as documented in Appendix B1, “Baseline Charges”.
Comments (if necessary)	See also Section 5.2

**2.2.2.2 Storage Services**

Description	Supplier will provide storage services for Supported Equipment as per the agreed equipment list in Appendix A1 "Eligible Products" and the supported sites listed in Appendix A2 "Site Location List".
Supplier responsibilities	Provide storage services as documented in the following sections of Appendix H, Service Datasheets – Datasheet 'UK Complete Care'; <ul style="list-style-type: none"><li>Storage / SAN firmware and software analysis and management (Semi-annually)</li></ul>
Customer responsibilities	
Dependencies	See Section 5.2
Assumptions	See Section 5.2
Limitations	Services delivered within Normal Working Hours on Business Days
Exclusions	<ul style="list-style-type: none"><li>Server, SAN and Networking equipment</li><li>Storage high-availability technical assessment (Annually)</li><li>Implement Storage Recommendations</li></ul> If 3PAR/Primera Performance Optimization Service enabled <ul style="list-style-type: none"><li>Review 3PAR Storage Support Communication Releases</li><li>3PAR Storage firmware update planning</li><li>Onsite implementation assistance</li><li>HPE Primera/3PAR Health Check (1<sup>st</sup> Year)</li><li>3PAR High Availability assessment</li><li>HPE Primera/3PAR Performance &amp; Cap Trending - Base Service</li></ul>
Charges applicable	Charges applicable as documented in Appendix B1, "Baseline Charges".
Comments (if necessary)	Also see Section 5.2

**2.2.2.3 SAN Services**

Description	Supplier will provide SAN services for Supported Equipment as per the agreed equipment list in Appendix A1 "Eligible Products" and the supported sites listed in Appendix A2 "Site Location List".
Supplier responsibilities	Provide SAN services as documented in the following sections of Appendix H, Service Datasheets – Datasheet 'UK Complete Care'; <ul style="list-style-type: none"><li>SAN firmware and software analysis and management (Annually)</li></ul>
Customer responsibilities	Provide access to eligible products under the service
Dependencies	See Section 5.2
Assumptions	See Section 5.2

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Limitations	Services delivered within Normal Working Hours on Business Days
Exclusions	<ul style="list-style-type: none"> <li>• Server, Storage and Networking Equipment</li> <li>• SAN supportability assessment</li> <li>• See also Section 5.2</li> </ul>
Charges applicable	Charges applicable as documented in Appendix B1, "Baseline Charges".
Comments (if necessary)	See also Section 5.2

## 2.3 Product(s) to which services apply

The Products receiving the Services from the Service Commencement Date are listed in Appendix A1, Eligible Products. This list will be correct at the Service Commencement Date but any changes to this list thereafter will be managed as set out in Appendix C, Change Control.

The products listed in Appendix A1 require a valid, active reactive foundation support agreement(s) provided by HPE and/or covered under warranty throughout the term of this SOW to be eligible for these services.

A key benefit for choosing Supplier Support is that Supplier owns and will provide access to Supplier intellectual property which is protected under Supplier's licensing terms and copyright law. This Supplier intellectual property is only available from Supplier or Supplier's authorised service partners and includes:

- a) Supplier proprietary diagnostic tools which provide proactive monitoring and diagnostics on Supplier products, including on-line access so that customers can proactively manage their environment.
- b) Firmware and software updates.

## 2.4 Location(s) where services apply

Appendix A2, Site Location List, details the locations where Supplier will provide services. These locations will be correct at the Service Commencement Date but any changes to this list thereafter will be managed as set out in Appendix C, Change Control.

## 2.5 Service availability and hours of cover

The Service(s) under this SOW shall be delivered as follows:

- 24 x 7 for all days of the year
- Proactive Services-Normal Working Hours on Business Days

## 2.6 Service levels

### 2.6.1 Service level agreement

#### **HPE Hardware Maintenance Onsite Support**

Hardware Problem Diagnosis

Onsite Support

Parts and Material provided.

4 Hr Onsite Response

24 Hrs Std Office Days

24 hrs, Day 6

24 hrs, Day 7

Holidays Covered

Defective Media Retention

## 2.7 Call Logging

Call Logging has been provided under this SOW and is detailed in Appendix D Call Logging.



### 3 Governance

#### 3.1 Plans

No Transition Plan will be provided under this SOW.

No Exit Plan will be provided under this SOW.

#### 3.2 Service management and reporting

##### 3.2.1 Service management

Supplier will provide the resources and with the functions as described in Appendix E, Roles and Responsibilities.

##### 3.2.2 Service reporting

###### 3.2.2.1 Communication plan

Customer		Supplier	Frequency
IT Director	⇔	Regional Support Delivery Manager	Annually
IT Manager	⇔	Account Support Manager	Quarterly
Technical Support	⇔	Complete Hardware Specialist	As required
Technical Support	⇔	Technical Consultant	As required
Technical Support	⇔	Technical Account Manager	As required

The date and timing of communications are to be mutually agreed.

###### 3.2.2.2 Reports

Reports, where applicable and provided by any Service delivered under this SOW, will be listed in Appendix F, Reporting.

#### 3.3 Escalation

The standard escalation process is documented in Appendix G, Escalation, and can be invoked for one of two separate requirements/reasons:

- Operational issue      Escalation of an incident/operational issue
- Account issue          Escalation of an issue relating to the contract itself

### **3.4 Change control**

For the avoidance of doubt any reference to a change to this Agreement which does not result in a change to the terms of this Agreement will be dealt with through Appendix C, Change Control, as outlined in Section C1.

Changes which affect the terms of the Agreement will use the process described in Appendix C Section C2.

## 4 Financial

### 4.1 Charges

Charges for Services under this SOW are detailed in Appendix B, Charges.

### 4.2 Invoicing

The Baseline Charges for the Services are to be invoiced single payment, in advance.

Payment terms are specified in the Agreement.

### 4.3 Reconciliation

Reconciliation will be undertaken by Supplier's Customer Support Account Manager on a quarterly basis to review the accuracy of the Equipment & Services detailed on the contract documents between Supplier and Customer, and adjustments made as necessary.

### 4.4 Service credits

No provision for Service Credits is made under this SOW.

## 5 Commercial

### 5.1 Termination

#### 5.1.1 Termination for convenience

Termination for convenience is not permitted prior to the first anniversary of the Service Commencement Date. Termination for convenience may thereafter be invoked by either party upon giving 30 days' written notice.

#### 5.1.2 Termination for material breach

Termination for Material Breach is described in the Agreement.

### 5.2 Dependencies, Assumptions, Limitations & Exclusions

The following dependencies, assumptions, limitations and exclusions apply to the Services under this SOW.

### 5.2.1 Dependencies

- Customer shall ensure a program sponsor is assigned for the duration of the delivery of the Services. This person shall have the authority to assign and direct the activities of Customer's resources, and shall be available to Supplier's personnel throughout the term of the Service
- Subject to Customer's security procedures, Customer shall provide Supplier access to Customer's Location(s) (as provided in Appendix A – A2 Site Location List), building facilities, computer room facilities, equipment, etc. as needed in performance hereunder. If security restrictions apply, Customer shall use all reasonable endeavours to assist Supplier's personnel.
- 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 authorised representative to a potential health or safety hazard in order to perform the Services.
- Customer must ensure the Eligible products are fully and freely accessible to the HPE authorised representative without any hindrance whatsoever prior to the delivery of the Service.
- Remote Support: Upon Supplier request, Customer will be required to support remote case resolution efforts. Customer 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 Supplier when they cannot be initiated from HPE Remote Support Technology
  - Provide all information necessary for Supplier to deliver timely and professional remote support and to enable Supplier to determine the level of support eligibility.
  - Perform other reasonable activities to help Supplier identify or resolve cases, as requested by Supplier.
- During the delivery of Complete Care, as mutually agreed upon, Supplier will use the suite of remote support tools and technologies which provide for a wide range of proactive capabilities including continuous event monitoring, automatic collection of configuration and topology data, automated notification of potential problems and service level attainment. These tools allow Supplier's support technicians to execute remote troubleshooting and diagnostic tools, to understand equipment configurations, to identify configuration changes, and to analyse Customer's configuration against Supplier's standard best practices. Recognising that any remote support solution must provide security for Customer's IT environment, these remote support technologies will comply with industry-standard security tools and practices including Customer's security tools and practices.
- Customer acknowledges that the ability of HPE to provide this Service is contingent upon the accuracy and completeness of information and data provided by Customer as well as Customer's co-operation and timely performance of its obligations. In the event any such data is found to be inaccurate or incomplete or Customer fails to perform its obligations, the parties agree to negotiate in good faith equitable changes to this SOW, which may include, without limitation, changes to the charges to Customer for the Service.
- Documentation created for this Service shall be available in electronic format using Microsoft Office
- Also see Appendix H: Service datasheets & other documents

### 5.2.2 Assumptions

- Services shall be performed both at Supplier's offices and at Customer's named site locations as provided in Appendix A – A2 Site Location list, as applicable.
- Customer shall establish an internal communication plan for critical problems to ensure rapid resolution and clear communication on a peer-to-peer basis between Supplier and Customer.
- Customer shall provide advance notice to Supplier for any changes to Eligible Products. These changes may affect maintenance fees, or support requirements. Customer shall use the Change Control process defined in Appendix C, Change Control, to communicate the proposed changes
- Authorization to Install Software: During delivery of Custom Support Services, Supplier may be required to install copies of third-party or Supplier Branded Software and be required to accept license terms accompanying such Software ("Shrink-Wrap Terms") on behalf of Customer. Shrink-Wrap Terms may be in electronic format, embedded in the Software, or contained within the Software documentation. Customer hereby acknowledges that it is Customer's responsibility to review Shrink-Wrap Terms at the time of installation, and hereby authorizes Supplier to accept all Shrink-Wrap Terms on its behalf, only once Supplier has used reasonable endeavours to obtain approval by Customer of such Shrink-Wrap Terms
- Firmware will only be provided for Eligible Products
- Assistance for step-by-step instruction for software installation and configuration is out of scope unless delivered as part of a HPE Service Credits.
- Upon Supplier request, Customer may be required to support Supplier's remote problem resolution efforts by:
  - Starting self-test and installing and running other diagnostic tools and programs
  - Installing Customer-installable firmware updates and patches
  - Providing all information reasonably necessary for Supplier to deliver timely and professional remote support and to enable Supplier to determine the level of support eligibility
  - Performing other reasonable activities to help Supplier identify or resolve problems as requested by Supplier.
- Retrieval of firmware details and analysis of firmware is performed remotely.
- Also see Appendix H: Service datasheets & other documents

### 5.2.3 Limitations

- Where Supplier's hardware warranty applies, this warranty begins on the date of installation by Supplier or Supplier's warranted partner or affiliate. If Customer schedules or delays such installation by Supplier (or other agreed installer) more than thirty (30) days after delivery, Customer's warranty period shall begin on the 31st day after delivery.
- Supplies and consumable parts are not supported and will not be provided as part of this service.
- Supplies and consumable parts including parts and components that have exceeded their maximum supported lifetime and/or the maximum usage limitations 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.
- Firmware will only be provided for Eligible Products.
- Proactive services and support activity reviews shall be performed during Normal Working Hours unless otherwise stated in this SOW. Weekend and holiday hours or hours that do not qualify as Normal Working Hours may be available at an additional charge, and are subject to the Change Management Process of this document. Prior to



work being performed outside Normal Working Hours, a completed Request For Change shall be required with the approval of Supplier.

- Purchase of HPE Collaborative Support Services does not assign the support agreement between Customer and the third party vendor to Supplier. Customer is responsible for the performance of obligations under such third party agreements, including payment of all applicable fees, including any fees that may apply as a result of logging calls with the vendor.
- Also see Appendix H: Service datasheets & other documents

#### 5.2.4 Exclusions

- Any services not described in Section 2 are outside the scope of this SOW.
- Products not listed in Appendix A1 Eligible Products, or sites not listed in Appendix A2 Site Locations.
- Performance or non-performance of Customer's third party vendors, their products, or their support services with the exception of Affiliates and any other vendors or subcontractors performing or acting on behalf of, or at the direction of Supplier.
- Performance tuning.
- Unless otherwise stated, Services delivered outside Normal Working Hours or on days other than Business Days may be subject to additional charges
- Troubleshooting for interconnectivity or compatibility problems not involving Eligible products
- Services that, in Supplier's opinion, are required due to unauthorised attempts by non-Supplier personnel to install, repair, maintain, or modify hardware, firmware, or software
- Operational testing of applications or additional tests requested or required by Customer
- Backup and recovery of the operating system, other software, and data.
- Hardware installations, moves, additions, changes, de-installations, and disposal except as stated in this SOW or as required by Supplier's published best practices/policies.
- Reconfiguration of hardware.
- VAT from prices shown
- Also see Appendix H: Service datasheets & other documents



## 6 Acceptance

### 6.1 Signatures

IN WITNESS WHEREOF, the parties hereto agree to this Statement of Work by their respective duly authorised representatives as of the date of final signature below.

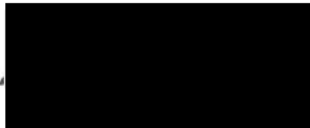
**Supplier:**

**Customer:**

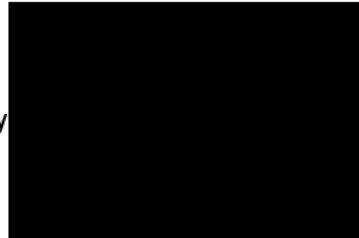
**Hewlett-Packard Limited**

**Government Legal Department**

Signed By:



Signed By:



Printed Name:



Printed Name:



Title:

Title:



Date: 27/09/2023

Date: 27/09/2023

## Appendix A: Eligible products and site locations

### A1 – Eligible products

Attached to this SOW is a pdf of the Eligible Products as at Service Commencement Date.

Changes to the Eligible Products may be requested by Customer under C1, Standard Changes.

### A2 - Site locations

Listed below are the Site Locations where Service(s) will be performed.

Equipment Locations	
Government Legal Department [REDACTED]	Government Legal Department [REDACTED]

Changes to the Site Location List may be requested by Customer under C1, Standard Changes.

## Appendix B: Charges

### B1 – Baseline charges

The charge for the service at the Service Commencement Date is: £[REDACTED] + VAT

### B2 – Other charges

If any additional and out of scope time and material services are required, the rates for these services will be provided on a case by case basis.

## Appendix C: Change control

Changes fall into one of two categories:

- Standard Changes (described in C1)
- All other changes to this SOW (described in C2)

### C1 – Standard Changes

Standard Changes in this context refers to items such as:

- Add/Change/Delete requests;
- Changes to Eligible Products such as the Service Levels that apply
- Changes to the Site Locations of Eligible Products (including the addition of new Site Locations).

A standard change must be requested by completing a “Request for change” (“RFC”).

For standard changes, the RFC shall be completed by Customer and provided to Supplier.

Supplier shall, subject to the provisions below, action the changes within the Change Request Form.

Where:

- The Product(s) are of “similar type” to existing Eligible Products (e.g. for a DL380 to qualify as a similar type, one or more DL380s must already be under support);
- The Product(s) are at a Site Location at which Eligible Products of a similar type already receive Services under this SOW, and at the same, or higher, Service Levels;
- The Product(s) are manufactured by the Supplier else agreed by Supplier that they can be supported as if manufactured by Supplier.

Supplier will:

- Provide quote within 7 working days;
- Hold this quote open for 30 days;
- Place Products under support as Eligible Products within 7 days of Customer accepting quote. Where Customer has already been provided with pricing sheet and has agreed in advance, Products will become Eligible Products at the time of quote, and no later than 7 working days following production of quote.

This will not apply where the Request For Change contains:

- Incorrect or incomplete details;
- Products which are not of a similar type;
- Products at Site Locations for which there are no existing similar type Eligible Products or at Site Locations that contain similar type Eligible Products but at lower Service Levels;
- In Supplier's reasonable opinion, a significant number of Products;
- Products which are third-party maintained, or which attract minimum contract terms and/or return-to-service fees.

In this event, Supplier shall:

- Provide quote within 30 working days;
- Hold this quote open for 30 days;
- Place Products under support as Eligible Products within 14 calendar days of Customer accepting quote, unless Customer otherwise advised by Supplier.

**Conditions:**

- Eligible Products, where applicable, must be in working state prior to enrolment. If not, all Eligible Products shall be repaired to a working state and charged on a Time and Materials basis, prior to enrolment;
- Eligible Products must be enrolled for a minimum of 30 days, or for a period of time as stipulated by Supplier or determined by any third-party support contract necessary to provide Services on the Eligible Product(s);
- Eligible Products, or components thereof, which attract return-to-service fees will have these incorporated into the quote.

For all other requests, Supplier shall advise Customer of when the quotation will be available and/or any special conditions attached to the support of such products.

Where the Request For Change contains a request for deletion of products, Supplier will remove and cease charging for such products at the end of the following calendar month in which the Request for Change was received: this does not apply where Supplier has notified Customer of any minimum contractual periods of support.

## C2 – Other changes to this SOW

For the avoidance of doubt this section refers to any change or changes to this SOW not already described in Section C1.

Either party may request a change to the terms of this SOW. All such changes will be documented using a Change Request Form. An example Change Request Form accompanies this SOW.

### Change(s) proposed by Customer

Customer shall complete the relevant portions of the RFC and send to Supplier. Within five (5) Business Days (unless otherwise agreed between the parties) of receipt, Supplier will complete and then return the RFC to Customer. Supplier's response will state that the offer is open for a specific number of days being not less than ten (10) Business Days, (the "Offer Period"). Supplier shall not unreasonably refuse to carry out any change(s) proposed by Customer.

### Changes proposed by Supplier

Supplier shall complete the relevant portions of the RFC and send to Customer. The RFC will state that the offer is open for a specific number of days being not less than ten (10) Business Days, (the "Offer Period"). Customer shall not unreasonably refuse to carry out any changes proposed by Supplier.

### Effect of Changes

Supplier shall provide Customer with an estimate of the costs (if any) involved and the time required to investigate the proposed change(s) or changes (acting reasonably) in writing as soon as is reasonably possible following receipt of the RFC from Customer or the making of a written change recommendation from Supplier. If Customer instructs Supplier to proceed with such investigation, Supplier may charge the costs incurred in such investigation, whether or not such change(s) is/are eventually implemented.

Supplier shall advise Customer in writing as soon as reasonably practicable of the results of its investigation, detailing the effects upon the Charges applicable under this SOW (if any), the timetable, the payment terms, and other contract matters, including any required change to the obligations of Customer, should the change(s) be implemented.

If Customer wishes to proceed with the change(s), Customer shall instruct Supplier in writing to that effect as soon as practically possible or within the Offer Period, whichever is the later.

### C3 – Persons authorised to submit Requests for Change

#	Name and Title	Contact Details	Authority	
C 1	[REDACTED] Team Leader	[REDACTED]	<input checked="" type="checkbox"/>	Standard Changes Only
			<input type="checkbox"/>	Changes to the Terms of the SOW only
			<input type="checkbox"/>	Both
C 2	[REDACTED] Network Lead Engineer	[REDACTED]	<input checked="" type="checkbox"/>	Standard Changes Only
			<input type="checkbox"/>	Changes to the Terms of the SOW only
			<input type="checkbox"/>	Both
C 3	[REDACTED]	[REDACTED]	<input checked="" type="checkbox"/>	Standard Changes Only
			<input type="checkbox"/>	Changes to the Terms of the SOW only
			<input type="checkbox"/>	Both
C 4	[REDACTED]	[REDACTED]	<input type="checkbox"/>	Standard Changes Only
			<input type="checkbox"/>	Changes to the Terms of the SOW only
			<input checked="" type="checkbox"/>	Both
S 1	[REDACTED]	[REDACTED]	<input type="checkbox"/>	Standard Changes Only
			<input type="checkbox"/>	Changes to the Terms of the SOW only
			<input checked="" type="checkbox"/>	Both
S 2	[REDACTED]	[REDACTED]	<input type="checkbox"/>	Standard Changes Only
			<input type="checkbox"/>	Changes to the Terms of the SOW only
			<input checked="" type="checkbox"/>	Both
Add Customer and/or Supplier contacts, with the appropriate authority levels, as necessary Only the person(s) nominated above, and the signatories to this SOW, are permitted to raise Requests for Change				

Until such time as any change(s) is/are formally agreed in writing and signed by an authorised representative of both Customer and Supplier (as specified above), Supplier shall continue to perform and to be paid as if such change(s) had not been requested or recommended.

Should both Customer and Supplier agree to proceed with the change(s), and unless an alternative approach has been mutually agreed, the RFC should be printed twice, with Customer and Supplier signing both copies, and with Customer and Supplier retaining one original copy each.

### C4 - Special instructions

Special instructions and/or restrictions must be listed below. If not listed below, no special instructions will apply in relation to Requests for Change.

E.g.

- C1 may make Standard Changes to this SOW but only in relation to Eligible Products sited within the UK



- S2 may assume the rights of S1 for temporary periods (e.g. annual leave) provided S2 can provide written evidence of such authority.

Or

Special instructions: None.

## C5 - Change Control Pricing

Implementing an RFC may:

- Alter the Baseline Charge(s); and/or
- Result in a Fixed-Price charge; and/or
- Result in a Time and Materials quote.

## C6 – RFC Requirements

At a minimum, each RFC shall include:

- A title for the change(s);
- The authorised originator and date of the request or recommendation for the change(s);
- The reason for the change(s);
- Full details of the change(s);
- The price or effect on Charges under this SOW, if any, of the change(s);
- Payment of any price or effect on Charges under this SOW, including a payment plan (if appropriate);
- A timetable for the implementation of the change(s) together with any proposals for acceptance of the change(s);
- The impact, if any, of the change(s) on other aspects of the Agreement.

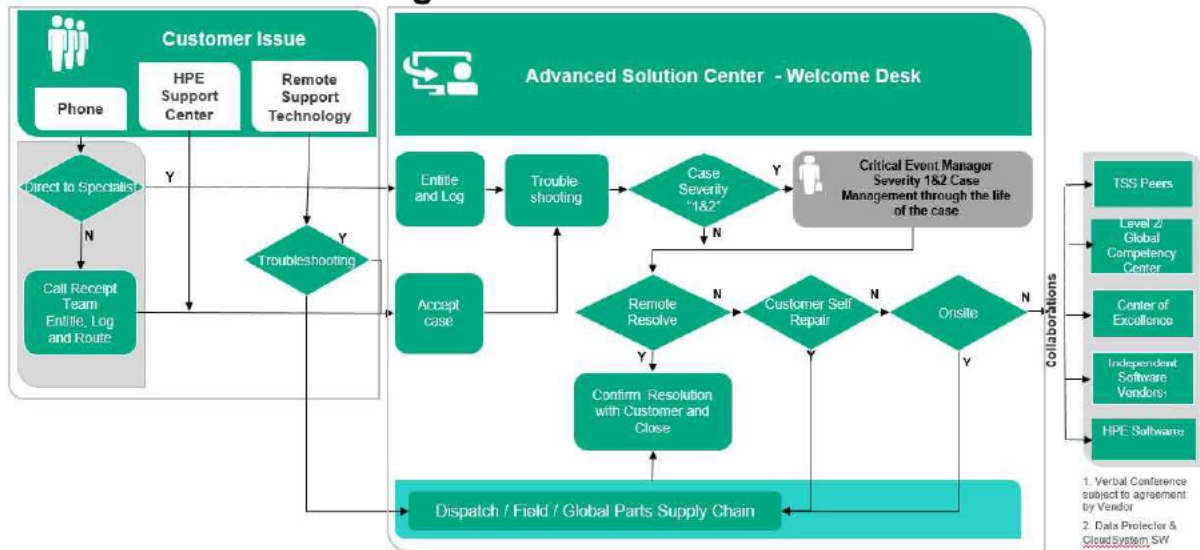
An initial example of a Request For Change form accompanies this SOW: this form may be customised by mutual agreement of Customer and Supplier.

## Appendix D: Call logging

### Advanced Solution Centre

Complete Care Customer have access to Enhanced Call Handling which is a set of integrated and accelerated reactive processes designed to address hardware and software incidents. These processes, which are custom tailored to the needs of the customer, engage appropriate Supplier technical specialists to help address critical covered support incidents for quicker resolution

## Datacenter Care- High Level Process Flow



**Hewlett Packard**  
Enterprise

HPE Restricted

Method of Logging	Telephone:	[REDACTED]
Mandatory Information	Customer:	Government Legal Department
	Complete Care PIN	[REDACTED]
	S.A.I.D:	[REDACTED]
	Contact details:	Name, telephone number of reporter Name, telephone number of person on site (if different) Remote technical contact (if different)
	System Details:	Make, model and serial number
	Fault Details	Basic details of the fault to enable call to be raised
	Location Details:	Site Address, Floor, Department
	Access Details:	Specific details, including any restrictions on times of access etc.
Optional Information:	Supplier will provide Customer access to a comprehensive online resource for knowledge and tools. The online tool, [REDACTED] provides for self-solve tools & personalized assistance.	
Accelerated Escalation Management	For critical incidents (Severity 1 or 2), Supplier will assign a Critical Event Manager (CEM). The CEM will coordinate incident escalation and will enlist other Supplier specialists if the situation requires additional resources and skills.	
Output:	Supplier Reference Number (ticket number)	

The information above is correct at the time of SOW signature. Any changes to this information will be made under C1, Standard Changes.

## Appendix E: Roles and responsibilities

### Account Support Manager

The Account Support Manager (ASM) is responsible for leading the HPE account team and delivering the overall service experience they will organise and conduct on-site Support Planning reviews, as per the agreed frequency. These sessions are open communication forums. Other members of the Supplier's account support team may participate in these Support Planning and Review sessions as appropriate. These meetings can either be face to face or via teleconference as agreed between Customer and Supplier.

During these meetings, the Customer's IT management teams and the ASM will:

- Evaluate ongoing support activities
- Review agreed upon metrics, and detail changes in the environment
- Provide an opportunity to review trends
- Discuss planned changes to the Customer's environment and business, and the impact these changes will have on the Customer's support requirements.

### Technical Account Manager

The Technical Account Manager (TAM) is the primary contact responsible for delivering remote proactive services. The assigned TAM also acts as the Technical Advocate with the HPE Advanced Solution Centre (ASC) and coordinates other technical resources accordingly.

The Technical Account Manager will:

- Perform firmware and software analysis and management
- Assist customer to manage recommendations from analysis and notifications
- Lead Support Activity Reviews
- Where required, assist with cases, logged with the ASC, when the aligned TAM is available
- Coordinate additional technical resource when required
- Help identify trends and potential problems within the Customer's environment

### Aligned Customer Engineer

The Aligned Customer Engineer (ACE) is a specially trained hardware engineer primarily responsible for hardware related proactive activities, and works with the ASM to provide an integrated support solution.

The Aligned Customer Engineer will:

- Review firmware
- Review recommended engineering improvements (service notes)
- Implement agreed upon hardware changes
- Perform preventative maintenance on selected devices
- Organise environmental surveys and analyses

### Technical Consultant

The Technical Consultant (TC) is primarily responsible for the HPE storage & SAN environment and related proactive activities. He will work with the aligned account team to provide an integrated support solution.

The Storage Technical Consultant will:

- Review firmware
- Review recommended improvements based on HPE Support Communication releases
- Assist in implementation of agreed upon firmware code releases
- Oversee preventative maintenance on selected devices

## Appendix F: Reporting

Reporting is provided as part of this SOW. Supplier will provide the following reports:  
Quarterly Service Activity Reports - Reviews the support provided by the Supplier over the previous period.

## Appendix G: Escalation

### Escalation for Operational Issues

Level	Name and Title	Contact Details
Supplier First	<div>██████████</div> Manager	<div>██████████</div> <div>██████████</div>
Supplier Second	<div>██████████</div> Delivery Manager	<div>██████████</div> <div>██████████</div>
Customer First	<div>██████████</div> Team Leader	<div>██████████</div> <div>██████████</div>
Customer Second	<div>██████████</div>	<div>██████████</div>

### Escalation for Account Issues

Level	Name and Title	Contact Details
Supplier First	<div>██████████</div>	<div>██████████</div>
Supplier Second	<div>██████████</div>	<div>██████████</div>
Customer First	<div>██████████</div>	<div>██████████</div>
Customer Second	<div>██████████</div>	<div>██████████</div>

## Appendix H: Service datasheets & other documents

Datasheets and/or other documents apply to some or all of the Services under this SOW and will be provided as attachments.

Attached to this SOW:

- Complete Care Service data sheet (a00117208enw)
- GLD SND Updated.pdf
- GLD-FCP 1\_20230914151001\_EMEA\_PROD\_IAD.xls

## Appendix I: Plans

### Transition plan

No Transition Plan will be produced under this SOW.

### Exit plan

No Exit Plan will be produced under this SOW.

## Appendix J: Affiliates

Supplier does not intend to use any Affiliate(s) to deliver any of the Services under this SOW.

## Appendix K: Service credits

No Service Credits are applicable to the Services under this SOW.

## Appendix L: TUPE

There are no TUPE implications, therefore TUPE is excluded from the scope of this SOW.

## Appendix M: Complete Care Add On

In order to help facilitate adding service coverage for new hardware product purchases under this Complete Care SOW, Customer can choose from the following options set forth below.

### M1 Complete Care Add-on

The Complete Care Add-on ("Add-on") is a fixed price offering available at the time of Customer's product purchase. The available Add-ons are separately priced from the hardware and must be purchased on the same order with the hardware. When purchased with the hardware products, the products will receive the hardware support services coverage described in this SOW for either a 3, 4 or 5 year fixed term, based upon the option purchased. , The Add-on offerings and associated pricing is based upon the Customer



having active Complete Services SOW in place for the same coverage term as the Add-on, and as a result, certain restriction and limitations apply to such Add-ons as more fully described below. The customer must take into consideration these conditions and limitations when determining the length of support coverage for their Add-on purchases. If the Add-on coverage term ends before the term of the Complete Care SOW, the Customer will be required to renew the hardware under HPE Complete Care services so that such coverage is coterminous with the term of this SOW, this is necessary to help ensure uninterrupted support and avoid any return to support charges. This may be accomplished through the Reconciliation Process, renewal, or upon Customer request. If any Add-on coverage terms extend past the term of this SOW, and this SOW is not renewed under Complete Care coverage prior to expiration, then the Complete Care proactive features provided under Sections 2, will cease upon termination of this SOW, and the customer will only receive the reactive hardware support coverage features set forth in Section 2.6.1 through the Add-on coverage term. No refunds will be provided for the reduced service features as a result of non-renewal of this Complete Care SOW.

### **M1.1 Complete Care Custom Add-on**

Notwithstanding Section M1, Customer may elect to add new hardware products under this SOW by invoking the Change Control Process, hereinafter referred to as "Custom Add-ons". This can be accomplished by utilizing the process described below, subject to the conditions and limitations as set forth below.

Custom Add-ons will be separately priced, along with the hardware at the time of purchase by the Customer. The Custom Add-on SKU(s) must be purchased and listed on the same order number as the hardware.

The Custom Add-ons may be ordered by the Customer for "either 1, 3, 4 or 5 year fixed terms. If the Custom Add-on coverage term ends before the term of this SOW, the Customer will be required to renew the HPE Complete Care services so that such coverage is coterminous with the term of this SOW, this is necessary in order to ensure uninterrupted support and avoid any return to support charges. This may be accomplished through the Reconciliation Process, renewal, or upon Customer request.

If any Custom Add-on coverage terms extend past the term of this SOW, the Custom Add-ons will automatically terminate upon termination of this SOW and the remaining value (pro-rated price) will be calculated and automatically applied toward the new price for any renewal contract.

If the Customer elects not to renew this SOW and there are any Custom Add-ons that extend past the term of this SOW, the remaining value (pro-rated price) will be calculated and provided as a HPE Service Credits to Customer. When Pointnext Select Credits are applied, they must be consumed within one year of the issuance of the credit.

## **Appendix N: Data Privacy and Security Agreement**

To the extent Supplier processes personal data on Customers behalf in the course of providing the services, the "HPE Support Services – Data Privacy and Security Agreement" found at [www.hpe.com/info/customer-privacy.html](http://www.hpe.com/info/customer-privacy.html) shall apply.