HPE NIMBLE STORAGE SUPPORT SERVICES
HPE Support Services and HPE Nimble Timeless Storage Program

SERVICE OVERVIEW

HPE Nimble Storage provides support that helps Customers meet today's IT demands, and evolve for tomorrow. We have streamlined our HPE Nimble Storage support portfolio to offer four service levels that are easier to understand, easier to align to business needs, and easier to buy. HPE Nimble Storage offers support that helps a Customer get the most from their storage investment:

Connect easily and securely—Allow visibility into IT assets and support status from anywhere so a Customer can reach a knowledgeable resource when help is needed and have online visibility into useful information and the reassurance that we can send an alert so that issues can be addressed quickly.

Get the help you need, when you need it—Get more than break fix services. HPE Nimble Storage support services are bolstered by a personalized, one-stop support center and HPE InfoSight automation capabilities. These tools are designed to help reduce downtime and provide the help Customers need.

Reduce complexity—Simplify day-to-day system support with 24x7 system monitoring designed to provide fast, accurate diagnostics, automatic case creation, and parts dispatch.

HPE Nimble Timeless Storage Program—Receive the benefits of the HPE Nimble Timeless Storage Program as detailed in the HPE Nimble Timeless Storage Program terms section.

Increase IT reliability and consistency—Enhance efficiency with straightforward, easy-to-use support that helps to enrich the overall IT experience and resolve problems faster. Customers can also gain reliability and consistency across their IT environment, whether their company is an enterprise or a small- to medium-sized business. Customers can keep systems up to date with technical resources, patches, and software updates, available with HPE support. These features are designed to help resolve problems no matter where they occur.

Uptime availability—See the HPE Get 6-Nines Guarantee Program for HPE Nimble Storage section for detailed HPE Get 6-Nine Guarantee Program terms.
SERVICE BENEFITS

HPE InfoSight engine
• A data collection and analysis engine comprised of powerful analytics, system modeling capabilities, and predictive algorithms

HPE InfoSight portal
• An online portal with security features that serves as a window into HPE InfoSight engine

Proactive information
• Monitoring that analyzes certain system parameters for optimal operations
• 24x7 support for Customers who require around-the-clock support resources
• Proactive alerts for system health, performance, and protection gaps

Self-Help Library
• Knowledge base articles, integration guides, and related documentation to help optimally configure Customer's environment or resolve issues

SERVICE FEATURE HIGHLIGHTS

• Support delivered by experienced technical support engineers
• Deep visibility into overall storage health, automated actionable reporting and fast, proactive troubleshooting of issues with HPE InfoSight
• Monitoring that analyzes performance and health system parameters for optimal operations
• 24x7 support for Customers who require around-the-clock support resources, including 4-hour parts delivery and on-site parts replacement support
• Optional Defective Media Retention (DMR) allows a Customer to keep a hard drive if it is defective and requires replacement while under support. This helps to maintain control of sensitive data and dispose of the defective media in a way that meets business and security standards.
### TABLE 1. HPE Nimble Storage support features

<table>
<thead>
<tr>
<th>Support features</th>
<th>4-Hour On-site Parts Replacement</th>
<th>4-Hour Parts Exchange</th>
<th>Next Business Day Parts Exchange</th>
<th>Next Business Day with On-site Parts Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HPE Nimble Storage Technical Support</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>24x7 telephone and email assistance</td>
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<tr>
<td>P1: Telephone response in 30 minutes or less with immediate escalation to an HPE Nimble Storage technical engineer, if required</td>
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<tr>
<td>P2: Telephone response in 2 business hours or less</td>
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<td>P3: Telephone response in 8 business hours or less</td>
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<tr>
<td>P4: Next business day (Monday through Friday)</td>
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<tr>
<td>24x7 engineering escalation support</td>
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<tr>
<td><strong>Online Support Portal Access</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Access to installation guide, user guide, and other relevant documentation.</td>
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<tr>
<td><strong>Access to Software Updates</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Provide access to software updates when generally released by HPE to Customers under support.</td>
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<tr>
<td><strong>Advanced Hardware Replacement</strong></td>
<td>Not applicable</td>
<td>Within 4 hours⁵</td>
<td>By the next business day⁷</td>
<td>Not applicable</td>
</tr>
<tr>
<td>HPE will ship replacement parts in advance of receiving defective parts.</td>
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<tr>
<td><strong>4-Hour On-site Parts Replacement</strong></td>
<td>Within 4 hours⁶, ⁹</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td>HPE will replace parts within support service level.</td>
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</tr>
<tr>
<td><strong>On-site Spares Option (optional feature)</strong></td>
<td>Optional, parts for order</td>
<td>Optional, parts for order</td>
<td>Optional, parts for order</td>
<td>Optional, parts for order</td>
</tr>
<tr>
<td>Availability of individual parts or entire kit on-site for quick replacement. Ideal for locations where Advanced Hardware Replacement option is not available.</td>
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<tr>
<td><strong>Defective Media Retention (DMR) (optional feature)</strong></td>
<td>Yes¹⁰</td>
<td>Yes¹¹</td>
<td>Yes¹²</td>
<td>Yes¹³</td>
</tr>
<tr>
<td>Customer not obligated to send failed HDDs or SSDs back to HPE.</td>
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</table>

¹ Any response times are contingent upon the Customer enabling array DNA alerts, heartbeats, and external network access. See Service limitations for more details.

², ³, ⁴ Severity/priority levels are defined as:

P1: Not serving data or severe performance degradation

P2: Performance degradation, intermittent software faults, network degradation, or single controller not operational

P3: Issue or defect causing minimal business impact

P4: Request for information; administrative requests

⁵, ⁶, ⁸ Contact a Hewlett Packard Enterprise authorized sales representative for information on available locations for parts stocking. For areas not currently covered, HPE Nimble Storage support offers on-site spare parts or kits for purchase.

⁷ Parts must be identified by 3:00 p.m. local time. Contact HPE Nimble Storage support for available locations for parts stocking. For areas not currently covered, HPE Nimble Storage support offers on-site spare parts or kits for purchase under the On-site Spares Option.

⁹ 4-Hour On-site Parts Replacement Service time begins when root cause identification is complete.

¹⁰ ¹⁴ Available only with the purchase of support packages containing the DMR support option.
**HPE Nimble Storage** service-level options noted in this table are product dependent. 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. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability and product eligibility. Additional features and descriptions are included in Table 2.

**TABLE 2. Service features**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Delivery specifications</th>
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</table>
| **HPE Nimble Storage service-level options** | Hewlett Packard Enterprise offers four distinct service levels for HPE Nimble Storage support:  
- HPE Nimble Storage NBD Parts Exchange Support  
- HPE Nimble Storage NBD Onsite Parts Replacement Support  
- HPE Nimble Storage 4 Hour Parts Exchange Support  
- HPE Nimble Storage 4 Hour Onsite Parts Replacement Support  
HPE Nimble Storage support portfolio also offers the same four service levels with the inclusion of hardware DMR as an additional core feature. See Table 3 for details on DMR. The details of HPE Nimble Storage support service levels are outlined in the text that follows. |
| **HPE Nimble Storage NBD Parts Exchange Support** and **HPE Nimble Storage NBD Onsite Support** | **Coverage window:** Requests for hardware and software support can be placed to HPE Nimble Storage Technical Support team via telephone, email, or through HPE InfoSight 24 hours a day, 7 days a week. Response times for support requests are based on the assigned severity level as designated in the **Support offerings** table.  
**Hardware support:**  
- Coverage window: Once a hardware problem has been confirmed, the request for hardware parts must be received by 3:00 p.m. local time for spares delivery on the next business day.  
- Parts delivery will occur Monday through Friday 9:00 a.m. to 5 p.m. local time, excluding HPE holidays.  
**Software support:**  
- Coverage window: Software support is available 24 hours a day, 7 days a week. For further details regarding HPE Nimble Storage software support, see the following **Software support** feature section.  
**Hardware service response time (as applicable):**  
- Next business day on-site response: For incidents with covered hardware that cannot be resolved remotely, HPE Nimble Storage support will use commercially reasonable efforts to respond on-site the next business day.  
- A Hewlett Packard Enterprise authorized representative will arrive at the Customer's site during the parts delivery coverage window to begin hardware maintenance service.  
- Response time specifies the period of time that begins when the initial call has been received and acknowledged by HPE Nimble Storage support, as described in the **General provisions/other exclusions** section.  
- The response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site or when the reported event is closed with the explanation that HPE Nimble Storage support has determined that no intervention is required. |
| **HPE Nimble Storage 4 Hour Parts Exchange Service and HPE Nimble Storage 4 Hour Onsite Service** | **Coverage window:** Requests for hardware and software support can be placed to HPE Nimble Storage Technical Support team via telephone, email, or through HPE InfoSight 24 hours a day, 7 days a week. Response times for support requests are based on the assigned severity level as designated in the **Support offerings** table.  
**Hardware support:**  
- Coverage window: Once a hardware problem has been confirmed, the request for hardware will be delivered to the Customer site within four hours, 24 hours a day, 7 days a week, including HPE holidays.  
**Software support:**  
- Coverage window: Software support is available 24 hours a day, 7 days a week. For further details regarding HPE Nimble Storage software support, see the following **Software support** feature section.  
**On-site hardware service response time (as applicable):**  
- 4-hour on-site response: For incidents with covered hardware that cannot be resolved remotely, HPE Nimble Storage support will use commercially reasonable efforts to respond on-site within 4 hours. A Hewlett Packard Enterprise authorized representative will arrive at the Customer's site to begin hardware maintenance service within four hours of the call having been received and acknowledged by HPE Nimble Storage support.  
- On-site response time specifies the period of time that begins when the initial call has been received and acknowledged by HPE Nimble Storage support as requiring on-site hardware support, as described in the **General provisions/other exclusions** section.  
- The on-site response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site or when the reported event is closed with the explanation that HPE Nimble Storage support has determined that no on-site intervention is required. |
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<tr>
<td>Escalation management</td>
<td>HPE Nimble Storage support has established formal escalation procedures to facilitate the resolution of complex incidents. Hewlett Packard Enterprise management coordinates incident escalation, enlisting the skills of appropriate HPE resources to assist the Customer with problem solving. HPE Nimble Storage support will follow the agreed-upon escalation processes established between HPE Nimble Storage support and the third-party vendor to assist with problem resolution.</td>
</tr>
<tr>
<td>HPE InfoSight remote support solution</td>
<td>HPE InfoSight remote support solution provides robust troubleshooting and prescriptive issue resolution 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 Nimble Storage support specialist will only use the remote system access with the Customer’s authorization. The remote system access may enable HPE Nimble Storage support specialist to provide more efficient troubleshooting and faster problem resolution.</td>
</tr>
<tr>
<td>Collaborative Call Management for third-party software</td>
<td>For Basic Software Support, HPE will investigate and attempt to resolve problems by asking the Customer to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch. In these cases, the Customer will be directed to available sources for the applicable updates or patches with the respective software vendor. If HPE determines that a problem is caused by a selected ISV product and the problem is not resolved by the Customer applying known available fixes, HPE will participate in a Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where the Customer has appropriate active support agreements in place with selected ISV. HPE will engage with the ISV and provide information about the Customer’s issue. Once the call has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE Nimble Storage support will close the HPE call, but the Customer or ISV can resume the service issue with HPE if needed by referencing the original call identification number.</td>
</tr>
<tr>
<td>Access to electronic support information and services</td>
<td>As part of this service, Hewlett Packard Enterprise provides the Customer with access to certain commercially available electronic and web-based tools through HPE InfoSight portal. The Customer has access to: • Certain capabilities made available to registered users with linked entitlements, such as downloading selected software and subscribing to hardware-related proactive service notifications. • Expanded web-based searches of technical support documents to facilitate faster problem solving. • Access to certain HPE proprietary service diagnostic tools. • A web-based tool for submitting questions directly to HPE—The tool helps to resolve problems quickly with a prequalification process that routes the support or service request to the resource qualified to answer the question. It also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone and email. • HPE and third-party hosted knowledge databases for certain third-party products, where Customers can search for and retrieve product information, find answers to support questions, and download software updates. This service may be limited by third-party access restrictions.</td>
</tr>
<tr>
<td>Remote problem diagnosis and support</td>
<td>Once the Customer has recorded an incident and HPE has acknowledged the receipt of a call as described in the General provisions/other exclusions section, HPE Nimble Storage support will work to isolate the hardware incident. Also, HPE Nimble Storage support remotely troubleshoots, provides remedy, and resolves the incident with the Customer. Prior to any on-site assistance, Hewlett Packard Enterprise will initiate and perform remote diagnostics using electronic remote support solution to access covered products, or HPE Nimble Storage support may use other means available to facilitate remote incident resolution. Incidents can be reported to HPE Nimble Storage support via telephone, email, HPE InfoSight portal, or as an automated equipment-reporting event via the HPE InfoSight electronic remote support solution 24 hours a day, 7 days a week. HPE Nimble Storage support retains the right to determine the final resolution of all reported incidents.</td>
</tr>
</tbody>
</table>
TABLE 2. Service features (continued)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Delivery specifications</th>
</tr>
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</table>
| **On-site hardware support** | For hardware incidents that cannot, in Hewlett Packard Enterprise’s judgment, be resolved remotely, a Hewlett Packard Enterprise authorized representative may provide on-site technical support on covered hardware products to return them to operating condition. For certain products, HPE Nimble Storage support 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 unless the Customer has purchased the DMR level support option. Once a Hewlett Packard Enterprise authorized representative arrives at the Customer’s 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. Repair is considered complete upon HPE Nimble Storage support verification that the hardware malfunction has been corrected or that the hardware has been replaced. **Fix-on-failure:** In addition, at the time of on-site technical support delivery, HPE Nimble Storage support may:  
  - Install available engineering improvements for covered hardware products to help the Customer ensure proper operation of the hardware products and maintain compatibility with HPE supplied hardware replacement parts.  
  - Install available software updates that in the opinion of HPE, are required to return the covered product to operating condition or to maintain supportability by HPE. |
| **Replacement parts and materials** | Hewlett Packard Enterprise 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 Nimble Storage support to assure supportability of the product. Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price for the replacement part unless DMR support is in place. Supplies and consumable parts 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 Hewlett Packard Enterprise for more information. **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. |
| **Software product and documentation updates** | As HPE generally releases updates to HPE Nimble Storage software products for Customers under these support services, the Customer will be entitled to obtain and use the updates. All HPE Nimble Storage products within a Group must be under current support services to receive software updates. A Group is a collection of up to four arrays that are managed by the Customer as a single entity. HPE Nimble Storage may make such updates available to Customers through electronic download or on optical, magnetic, or other removable media. Certain updates may require the use of new or upgraded hardware. Such hardware is not included under these support services and must be purchased separately. The provision of any update to Customer will not operate to extend the original warranty period on the HPE Nimble Storage hardware products. Unless otherwise agreed by HPE in writing, HPE Nimble Storage provides software support for the current feature release and for any previous versions based on the following rule, whichever is latest (Note that maintenance level releases and patch releases do not follow these rules):  
  - For a period of one year following the designation of the feature release as General Availability (GA)  
  - For a period of one year following the designation of the next feature release as GA  
For additional release definition, contact a Hewlett Packard Enterprise sales representative. |
### TABLE 2. Service features (continued)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Delivery specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Software support</strong></td>
<td>Once a software problem is logged, an HPE Nimble Storage Technical Support engineer will respond to the call based upon the assigned severity level as designated in the <a href="#">Support offerings</a> table. HPE provides corrective support to resolve identifiable and Customer-reproducible software product problems. HPE Nimble Storage also provides support to help the Customer identify problems that are difficult to reproduce. Also, the Customer receives assistance in troubleshooting problems and determining configuration parameters for supported configurations.</td>
</tr>
<tr>
<td><strong>Access to technical resources</strong></td>
<td>The Customer can access technical support via telephone, email, or the support tab on the HPE InfoSight portal for assistance.</td>
</tr>
<tr>
<td><strong>Installation advisory support</strong></td>
<td>Limited advisory support is provided and is restricted to basic advisory assistance for the Customer who encounters difficulties while performing a software product installation or who needs advice on proper installation methods and updating of stand-alone applications. Limited advisory support for software products that are installed in a network environment is also provided. The scope of such advisory support is at Hewlett Packard Enterprise’s discretion. Exclusions to this advisory support include, but are not limited to, any downloading of complete software packages or walking the Customer through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.</td>
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</tbody>
</table>

### TABLE 3. Optional service features

<table>
<thead>
<tr>
<th>Feature</th>
<th>Delivery specifications</th>
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</thead>
<tbody>
<tr>
<td><strong>DMR</strong></td>
<td>The HPE Nimble Storage portfolio also offers the following additional service levels: • HPE Nimble Storage NBD Parts Exchange with DMR Service • HPE Nimble Storage NBD Onsite with DMR Service • HPE Nimble Storage 4 Hour Parts Exchange with DMR Service • HPE Nimble Storage 4 Hour Onsite with DMR Service For eligible products, the DMR service feature option allows the Customer to retain defective hard disk or eligible SSD/flash drive components that the Customer does 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 DMR.</td>
</tr>
<tr>
<td><strong>On-site Spares Option</strong></td>
<td>For eligible products, the Customer can purchase individual hardware component parts or entire hardware component kits for on-site stocking of spares for quick replacement. It is ideal for locations where a 4-hour parts replacement is desired but not available due to the Customer’s distance from a parts hub.</td>
</tr>
</tbody>
</table>
CUSTOMER RESPONSIBILITIES

The Customer must provide accurate and complete information in a timely manner as required for HPE to perform the service:

Array alerts and heartbeats, and DNA must be enabled and configured to optimize the functionality of HPE InfoSight to ensure timely issue resolution.

Upon HPE’s request, the Customer will be required to support HPE Nimble Storage remote problem resolution efforts. The Customer will

• Start self-tests and install and run other diagnostic tools and programs
• Install Customer-installable software and firmware updates and patches
• Provide all information necessary to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
• Take responsibility for acting upon software product updates and obsolescence notifications received from the HPE Nimble Storage support center

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

If the Customer does not act upon the specified Customer responsibilities, at HPE’s discretion, HPE, or the Hewlett Packard Enterprise authorized service provider will (i) not be obligated to deliver the services as described or (ii) perform such service at the Customer’s expense at the prevailing time and materials rates.

The Customer agrees to pay additional charges if the Customer requests that HPE come on-site to install Customer-installable 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.

In cases where CSR parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within 45 days from receipt of the replacement hardware. 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.

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 Hewlett Packard Enterprise 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, visit hpe.com/mediahandling.

If the Customer chooses to retain repair parts covered under the DMR service feature option, it is the Customer’s responsibility to:

• Retain covered data retentive media components that are replaced during support delivery
• Ensure that any Customer-sensitive data on the retained component is destroyed or remains secure
• 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 the Customer as loaner, rental, or leased products (which may be subject to additional HPE terms and conditions applicable to such loaner, rental, or lease) the Customer will promptly return the replacement components at the expiration or termination of support with HPE. As noted previously, the Customer is responsible for the security of the Customer’s proprietary and confidential information. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HPE.
SERVICE LIMITATIONS

Customer acknowledges and agrees that HPE may use resources outside the country of purchase for delivery of these services unless otherwise specified as part of a service feature description.

HPE retains the right to determine the final resolution of all service requests.

Customer further acknowledges that any response times are contingent upon the applicable HPE Nimble Storage product having enabled alerts, heartbeats, and DNA payloads to HPE Nimble Storage support team, as well as external network access from the HPE Nimble Storage products, enabling HPE support team to have WebEx/support tunnel access. Customer’s inability or unwillingness to do the foregoing will materially impair HPE’s ability to provide support services on a timely basis, if at all. Response times start once a problem is logged with HPE Nimble Storage support.

At the discretion of HPE, service will be provided using a combination of remote diagnosis and support, and services will be delivered on-site using other service delivery methods. Other service delivery methods may include the delivery via a courier of Customer-replaceable parts such as HDDs 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.

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

- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by HPE Operational testing of applications or additional tests requested or required by the Customer
- Services that, in HPE’s opinion, are required due to improper treatment or use of the products or equipment
- Services required due to failure of the Customer to take avoidance action previously advised by HPE
- Backup and recovery of the operating system, other software, and data
- Installation of any Customer-installable firmware and/or software updates
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems

DEFECTIVE MEDIA RETENTION

The DMR service feature option applies only to eligible defective media replaced by HPE Nimble Storage due to malfunction. They do not apply to any exchange of defective media that have not failed.

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

DMR 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 the Customer is overusing the DMR service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

HPE NIMBLE TIMELESS STORAGE PROGRAM TERMS

Provided the Customer has paid the applicable fees for the products (as defined in the following) and HPE Support Services as applicable to the program, as well as meets the requirements set forth, the following HPE Nimble Storage 6-Nines Guarantee, HPE Flat Support Pricing, and HPE Controller Refresh Programs and related terms shall apply for eligible Customers. For the purposes of the program terms set forth, products shall mean HPE Nimble Storage products described in the HPE accepted product or support order.
HPE 6-NINES GUARANTEE PROGRAM FOR HPE NIMBLE STORAGE

1. HPE 6-Nines Guarantee Program for these products provides an annual uptime guarantee. For new HPE Nimble Storage arrays, the guarantee begins from the Customer’s initial purchase date. The product must be configured using HPE Nimble Storage’s best practice guides available from HPE InfoSight Self-Help Library to help ensure proper operation for uptime and availability. For existing products, the guarantee begins on the start of the support renewal contract for that product with HPE. HPE Nimble Storage measures unplanned downtime (if any) on an annual basis from when guarantee begins.

2. Any misconfiguration or improper use of the products will be defined as a Customer self-inflicted outage and will not be deemed a part of the downtime of the HPE 6-Nines Guarantee Program as calculated in the following.

3. Support credits are based on an annual measurement of unplanned downtime as determined by HPE Nimble Storage:
   a. Cumulative unplanned downtime > 31.536 sec but < 600 sec is eligible for a 1-month credit.
   b. Cumulative unplanned downtime > 600 sec is eligible for a 3-month credit.
   c. Support credits accrue until the end of Customer’s current 1-, 3-, or 5-year support contract.
   d. Unplanned downtime does not include planned or Customer-caused downtime (including but not limited to if a Customer shuts down the product), environmental downtime (for example, power outages, network outages), or downtime that results from problems outside the array. See HPE Nimble Storage HW/SW warranty and support exclusions for more details.
   e. HPE’s sole and exclusive remedy to Customer is to provide a support credit based upon the cumulative unplanned downtime as measured by HPE. If Customer qualifies for support credits, Customer can only use them when purchasing a renewal support contract for the impacted products with HPE and will be applied as a reduction on the product’s array head renewal contract upon review or validation by HPE Nimble Storage support. Unplanned downtime calculations and support credits are determined solely by HPE Nimble Storage.

4. HPE Nimble Storage reserves the right to modify, cancel, or otherwise update the HPE 6-Nines Guarantee Program at any time in its sole discretion.

HPE FLAT SUPPORT PRICING PROGRAM TERMS

HPE will not increase the renewal fees for Support Services above the rate for the initial Support Services coverage period for a product purchased by Customer (that is, no rate increase) provided the renewal is for the same Support Services coverage period and maintains same pre-renewal in-rack configuration for the product and excludes any subsequent version hardware upgrades to the product (including but not limited to controller upgrades, cache, disk, network or expansion shelves), provided that such Support Services remains generally available for the applicable product at the time of the renewal. Customer is not obligated to renew Support Services. Notwithstanding the foregoing, in the event of a severe inflation event (defined as annual inflation in excess of 7% as measured by the Producer Price Index), HPE and Customer will negotiate in good faith; reasonable adjustments to the renewal fees in amount not to exceed the inflation over the period since the last renewal.

HPE TECHNOLOGY REFRESH PROGRAM TERMS

Option A—3-year coverage: Customer prepays for the technology refresh at the time of original purchase. After the first year, the Customer can exercise a one-time technology refresh at any time until the end of the initial 3-year support period. Following the initial 3-year support period, if a Customer renews for an additional three years of eligible Support Services, this renewal will include an additional one-time technology refresh, which can again be exercised at any time starting years 5–6. It is anticipated the refreshed solution will perform approximately 25% faster than the original technology (assuming a 50% read, 50% write all random 4K workload as a baseline). Customers that purchase the entry-level HPE Nimble Storage All-Flash or Adaptive Flash product may need to purchase additional capacity (base capacity/cache) in order to arrive at the configuration supported by the new controller.

Option B—5-year coverage: Same as Option A, but the support bundle price is for 5 years. The one-time technology refresh can be exercised at any time within years 2-5. Following the initial 5-year support period, if a Customer renews for an additional five years of eligible Support Services, this renewal will include an additional one-time technology refresh, which can again be exercised at any time starting years 6–10. Customers that purchase the entry-level HPE Nimble Storage All-Flash or Adaptive Flash product may need to purchase additional capacity (base capacity/cache) in order to arrive at the configuration supported by the new controller.
**Early Technology Refresh:** If an early technology refresh option is chosen prior to release of any necessary controller upgrade for achieving the anticipated 25% performance increase stated above, HPE reserves the right to delay the controller upgrade refresh until the upgrade controller becomes generally available.

As a condition to receiving any controller upgrades as part of the technology refresh, Customer must take receipt of the upgraded controllers within 90 days from HPE notice (which may include an email notice to the Customer's designated contact) a controller upgrade is available. In addition, at Customer expense, the existing controllers being replaced must be returned to HPE within 45 days of receipt of the upgrade controllers. Controllers must be returned in full working condition, undamaged, using the upgrade controller's packaging and return HPE RMA process.

HPE may from time to time modify HPE Nimble Timeless Storage Program terms as set forth herein. If HPE makes modifications that have a material and negative impact on Customer, any existing products will continue to be governed by the terms in effect immediately prior to such modification until the later of (i) the date the Customer next receives upgrade controllers or (ii) the expiration of the current Support Services renewal coverage period, with respect to the applicable product, after which the modified.

HPE Nimble Timeless Storage Program terms will apply to such product. HPE Nimble Storage may at any time terminate HPE Nimble Timeless Storage Program with respect to future product purchases. HPE reserves the right to make changes to the technology refresh components and program at any time.

**GENERAL PROVISIONS/OTHER EXCLUSIONS**

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.

Distribution of certain third-party software updates, license agreements, and license keys may be made directly from the third-party vendor to the Customer, as applicable.

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. HPE will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for the start of remedial action. Note: For events received via HPE InfoSight case automation, a priority for the case will be auto-generated by HPE InfoSight.

**ORDERING INFORMATION**

To obtain further information or to order HPE Nimble Storage support services, contact a local Hewlett Packard Enterprise sales representative or authorized reseller and reference the following product numbers (x denotes the service length in years; options are 1, 3, 4, or 5 years).

- HT7A1Ax HPE NS NBD Parts Exchange Support
- HT7A2Ax HPE NS NBD Parts Exchange with DMR Support
- HT6Z0Ax HPE NS 4H Parts Exchange Support
- HT6Z1Ax HPE NS 4H Parts Exchange with DMR Support
- HT6Z2Ax HPE NS 4H Onsite Exchange Support
- HT6Z3Ax HPE NS 4H Onsite Exchange with DMR Support
- HT6Z4Ax HPE NS NBD Onsite Exchange Support
- HT6Z5Ax HPE NS NBD Onsite Exchange with DMR Support

Depending on the point of purchase and the requested service-level option, other product numbers may apply. Consult a local Hewlett Packard Enterprise representative or reseller regarding which product number will best meet Customer's specific needs.
## Services for HPE Nimble Timeless Storage program can be purchased using the following SKUs:

<table>
<thead>
<tr>
<th>3 Year Program</th>
<th>5 Year Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>HU2L1A3 HPE NS 3Y NBD Onsite L2 CtrlRfr PP Supp</td>
<td>HT7H6A5 HPE NS 5Y FC NBD PExch L2 CtrlRfr Supp</td>
</tr>
<tr>
<td>HU2L1A3 HPE NS 3Y NBD OnsiteDMR L2CtrlRfr PP Supp</td>
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<tr>
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