



OSTRAVSKÁ  
UNIVERZITA

## Smlouva o poskytování služeb

### Smluvní strany:

#### **Ostravská univerzita**

se sídlem: Dvořákova 7, 701 03 Ostrava

IČ: 619 88 987

DIČ: CZ61988987

zastoupená: doc. Mgr. Petrem Kopeckým, Ph.D., rektorem

bankovní spojení: ČNB, pobočka Ostrava

číslo účtu: 931761/0710

(dále jen „**objednatel**“)

na straně jedné

a

#### **CompuNet s.r.o.**

se sídlem: Zubatého 295/5, 150 00 Praha 5

IČ: 27608514

DIČ: CZ27608514

zapsaná v obchodním rejstříku vedeném u Městského soudu v Praze, oddíl C, vložka 118594

zastoupena: Ing. Pavlem Pikhartem, jednatelem

bankovní spojení: Komerční banka, a.s., pobočka Praha 5

číslo účtu: 51-1998450287/0100

(dále jen: „**poskytovatel**“)

na straně druhé

uzavřely podle ust. § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů, níže uvedeného dne, měsíce a roku tuto smlouvu o poskytování služeb:



OSTRAVSKÁ  
UNIVERZITA

## Článek I. Předmět smlouvy

1. Předmětem této smlouvy je závazek poskytovatele k zajištění služeb dle odst. 2) tohoto článku a závazek objednatele zaplatit poskytovateli sjednanou odměnu, a to za podmínek uvedených v této Smlouvě.
2. Poskytováním služeb se rozumí prodloužení podpory výrobce pro produkt Aruba 7210 (RW) Controller (SN: CV0016261ARB, CV0016332ARB), po dobu plnění podle článku II. v rozsahu:

Aruba HPE Partner-Branded NBD Support EDU/R SVC pro zařízení 2x Aruba 7210 (RW) Controller, v termínu od data zveřejnění v Registru smluv do 06.10.2026 a zajistit řádnou realizaci této podpory.

Podmínky poskytování podpory jsou uvedeny v příloze č. 1 a 2 této smlouvy.

(dále též jen „služby“)

## Článek II. Doba plnění

1. Poskytovatel se zavazuje zajistit služby dle čl. I v období:

Aruba HPE Partner-Branded NBD Support EDU/R SVC pro zařízení 2x Aruba 7210 (RW) Controller, v termínu od data zveřejnění v Registru smluv do 06.10.2026

## Článek III. Realizace služeb

1. Smluvní strany navzájem jsou si povinny poskytnout veškerou součinnost potřebnou k zajištění řádného poskytování služeb.
2. Osobou oprávněnou k jednání o realizaci služeb je za objednatele Ing. Tomáš Stodůlka, [tomas.stodulka@osu.cz](mailto:tomas.stodulka@osu.cz), tel.: 605 747 900.
3. Osobou oprávněnou k jednání o realizaci služeb je za poskytovatele Ing. Jaroslava Bělinová, [belinova@compunet.cz](mailto:belinova@compunet.cz), tel.: 734 257 324
4. Osobami oprávněnými k realizaci služby jsou techničtí pracovníci poskytovatele nebo zaměstnanci servisního oddělení provozovaného výrobcem zařízení.
5. Hlášení požadavků na servisní zásah je prováděno zaměstnancem objednatele elektronicky na <https://asp.arubanetworks.com/>, <https://support.hpe.com/> případně [helpdesk@compunet.cz](mailto:helpdesk@compunet.cz) nebo na tel.: 226 776 664.



#### Článek IV. Cena za sjednané služby

1. Objednatel se zavazuje za poskytování služeb zaplatit celkovou smluvní odměnu ve výši:

bez DPH	199 946,00 Kč
sazba DPH	21 %
DPH	41 988,66 Kč
s DPH	241 934,66 Kč

2. Smluvní odměnu uhradí objednatel bezhotovostně na účet uvedený v záhlaví této smlouvy.
3. Cena obsahuje veškeré náklady pro realizaci předmětu smlouvy včetně nákladů souvisejících. Cena za poskytování služeb je stanovena jako nejvýše přípustná.
4. Poskytovatel vystaví daňový doklad – fakturu ve lhůtě 14 dnů od účinnosti této smlouvy. Splatnost faktury je 30 dní ode dne jejího doručení objednateli.
5. Daňový doklad – faktura musí obsahovat všechny náležitosti řádného daňového a účetního dokladu ve smyslu příslušných právních předpisů, zejména zákona č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů, zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. Daňový doklad nesplňující předepsané náležitosti bude objednatelem vrácen do dne splatnosti daňového dokladu k doplnění či opravě, aniž se tak dostane do prodlení se splatností. Lhůta splatnosti počíná běžet znovu od opětovného doručení náležitě doplněné či opravené faktury objednatele.
6. Poskytovatel je povinen zaslat fakturu elektronicky na adresu [financni.uctarna@osu.cz](mailto:financni.uctarna@osu.cz).

#### Článek V. Odstoupení od smlouvy

1. Tato smlouva může být ukončena písemnou dohodou smluvních stran anebo odstoupením od smlouvy z důvodů stanovených v této smlouvě nebo v zákoně.
2. Od této smlouvy může smluvní strana odstoupit pro podstatné porušení smluvní povinnosti druhou smluvní stranou. Za podstatné porušení smluvní povinnosti se považuje zejména:
  - a) na straně objednatele nezaplacení ceny díla podle této smlouvy ve lhůtě delší než 30 dní po dni splatnosti faktury,
  - b) na straně poskytovatele, jestliže dojde opakovaně k porušení podmínek poskytování služeb služby dle čl. I. této smlouvy a přílohy č. 1 a 2 řádně a v dohodnutém termínu.
3. Odstoupení od této smlouvy musí být učiněno písemně. Účinky odstoupení od této smlouvy nastanou dnem, kdy bude písemné odstoupení smluvní strany odstoupující doručeno druhé smluvní straně.



**OSTRAVSKÁ  
UNIVERZITA**

4. V případě předčasného ukončení smlouvy je poskytovatel povinen vrátit objednateli alikvotní část smluvní odměny dle časového období, po které nebyly služby dle čl. I poskytovány.

#### **Článek VI. Ochrana informací**

1. Smluvní strany se vzájemně zavazují, že budou chránit a utajovat před třetími osobami chráněné informace, dokumenty a skutečnosti, tvořící obchodní tajemství, které byly vzájemně stranami poskytnuty v rámci tohoto obchodního případu. Obchodní tajemství tvoří konkurenčně významné, určitelné, ocenitelné a v příslušných obchodních kruzích běžně nedostupné skutečnosti, které souvisejí se závodem a jejichž vlastník zajišťuje ve svém zájmu odpovídajícím způsobem jejich utajení.

#### **Článek VII. Smluvní pokuty a náhrada škody**

1. Poruší-li smluvní strana povinnost uvedenou v ustanovení čl. VI. této smlouvy, je povinna zaplatit smluvní pokutu ve výši 5000,- Kč za každé takové prokázané porušení.
2. V případě prodlení poskytovatele s nástupem na poskytnutí služeb podle této smlouvy či prodlevy s odstraněním nahlášeného problému či plánovaného servisního úkonu vznikne objednateli nárok na smluvní pokutu ve výši 300 Kč za každé jednotlivé porušení smlouvy.
3. Ujednáním o smluvní pokutě není dotčeno právo na náhradu škody způsobené porušením povinnosti, na kterou se smluvní pokuta vztahuje, a to ani v případě, že náhrada škody přesahuje smluvní pokutu.
4. Smluvní pokuta je splatná do 30 dnů od data, kdy byla povinné straně doručena písemná výzva k jejímu zaplacení ze strany oprávněné, a to na účet oprávněné strany uvedený v písemné výzvě.

#### **Článek VIII. Závěrečná ustanovení**

1. Smluvní strany se dohodly, že ostatní práva a povinnosti smluvních stran se řídí zákonem č. 89/2012 Sb., občanský zákoník, v platném znění a dalšími příslušnými právními předpisy.



OSTRAVSKÁ  
UNIVERZITA

2. Smlouvu lze měnit a doplňovat pouze písemně, a to číslovanými dodatky. Právo na předložení dodatku ke smlouvě mají obě smluvní strany.
3. Smlouva je vyhotovena ve dvou stejnopisech, z nichž každá smluvní strana obdrží po jednom vyhotovení.
4. Objednatel je povinným subjektem dle zákona č. 340/2015 Sb., o registru smluv (dále jen "zákon o registru smluv"). Poskytovatel bere na vědomí a výslovně souhlasí s tím, že tato smlouva, podléhá uveřejnění v Registru smluv (informační systém veřejné správy, jehož správcem je Ministerstvo vnitra). Objednatel se zavazuje, že provede uveřejnění této smlouvy dle příslušného zákona o registru smluv.
5. Tato smlouva nabývá platnosti dnem podpisu a účinnosti nejdříve dnem uveřejnění smlouvy v Registru smluv. O této skutečnosti je objednatel povinen uvědomit poskytovatele, a to formou zaslání výpisu z Registru smluv.
6. Smluvní strany prohlašují, že smlouva vyjadřuje jejich svobodnou, pravou, srozumitelnou a vážnou vůli, a na důkaz čehož k ní připojují své podpisy.

Nedílnou součástí smlouvy tvoří:

- Příloha č. 1: Specifikace předmětu smlouvy
- Příloha č. 2 dokument HPE Partner Branded Support

V Praze dne

V Ostravě dne

**za poskytovatele:**

**za objednatele:**

.....  
Ing. Pavel Pikhart, jednatel

.....  
doc. Mgr. Petr Kopecký, Ph.D., rektor



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## **Příloha č. 1 Specifikace předmětu smlouvy**

Poskytované služby prodloužení podpory pro produkt, dle čl. I odst. 2, je sjednáno v režimu Aruba HPE Partner-Branded NBD Support EDU/R SVC.

Úroveň poskytované podpory zahrnuje:

### **HPE Partner-Branded Hardware Support**

Priority Partner Phone Support  
Parts Replenishment  
24 Hours, Day 1-7 Phone Supp  
Standard Response Time  
Std Hrs/Days Parts Replenmt  
Next Business Day Parts Onsite

### **HPE Software Technical Unlimited Support**

24 Hrs Day 6  
Holidays Covered  
24 Hrs Day 7  
Three Named Callers  
24 Hrs Std Office Days  
Priority Partner Support Team  
SW Technical Support  
SW Electronic Support  
Standard Response

### **HPE Software Updates SVC**

HPE Recommended Doc Upd Method  
License to Use & SW Updates  
HPE Recommended SW Upd Method  
Electronic SW Information

**Support Account Detail**

Support Account	0058493853
SAID	108746026590
SAR	ARUBAOSTRAZTDSY
Document ID	0058493853
Coverage Start	07.10.2023
Coverage End	06.10.2026
Equipment	Ostravská univerzita
Equipment	Dvorakova138/7
Equipment	Ostrava
Equipment	70200
Document Type	Renewal Quote

Product Number	Product Description	Serial Number	Quantity	Line Item Total List Price	Support Package	Support Package Description	Service Product Number	Service Product Description	Service Level
JW743A	Aruba 7210 (RW) Controller	CV0016261ARB	1	13 455,00 Kč	H9PX2AC	HPE Partner-Branded NBD Support EDU/R SVC	H1L04AC	HPE Partner-Branded Hardware Support	HPE Partner-Branded Hardware Support,Priority Partner Phone Support,Parts Replenishment,24 Hours, Day 1-7 Phone Supp,Standard Response Time,Std Hrs/Days Parts Replenmnt,Next Bus Day Parts Onsite
JW743A	Aruba 7210 (RW) Controller	CV0016332ARB	1	13 455,00 Kč	H9PX2AC	HPE Partner-Branded NBD Support EDU/R SVC	H1L04AC	HPE Partner-Branded Hardware Support	HPE Partner-Branded Hardware Support,Priority Partner Phone Support,Parts Replenishment,24 Hours, Day 1-7 Phone Supp,Standard Response Time,Std Hrs/Days Parts Replenmnt,Next Bus Day Parts Onsite
JW743A	Aruba 7210 (RW) Controller	CV0016261ARB	1	55 518,00 Kč	H9PX2AC	HPE Partner-Branded NBD Support EDU/R SVC	HA158AC	HPE Software Technical Unlimited Support	24 Hrs Day 6,Holidays Covered,24 Hrs Day 7,Three Named Callers,24 Hrs Std Office Days,Priority Partner Support Team,SW Technical Support,SW Electronic Support,Standard Response
JW743A	Aruba 7210 (RW) Controller	CV0016332ARB	1	55 518,00 Kč	H9PX2AC	HPE Partner-Branded NBD Support EDU/R SVC	HA158AC	HPE Software Technical Unlimited Support	24 Hrs Day 6,Holidays Covered,24 Hrs Day 7,Three Named Callers,24 Hrs Std Office Days,Priority Partner Support Team,SW Technical Support,SW Electronic Support,Standard Response
JW743A	Aruba 7210 (RW) Controller	CV0016261ARB	1	31 000,00 Kč	H9PX2AC	HPE Partner-Branded NBD Support EDU/R SVC	HA156AC	HPE Software Updates SVC	HPE Recommended Doc Upd Method,License to Use & SW Updates,HPE Recommended SW Upd Method,Electronic SW Information
JW743A	Aruba 7210 (RW) Controller	CV0016332ARB	1	31 000,00 Kč	H9PX2AC	HPE Partner-Branded NBD Support EDU/R SVC	HA156AC	HPE Software Updates SVC	HPE Recommended Doc Upd Method,License to Use & SW Updates,HPE Recommended SW Upd Method,Electronic SW Information

# HPE Partner Branded Support

## HPE Packaged Support Services

HPE Partner Branded Support provides authorized HPE Partner Ready channel partners with Hewlett Packard Enterprise hardware and software services. The service enables partners to support end-user customers who have purchased the partners' own branded support services.

Authorized HPE partners sell their own brand of services covering the eligible HPE products in this program. If a support issue arises, the partner works directly with their customer to perform the initial problem diagnosis, support, and troubleshooting following standard HPE diagnostic and troubleshooting procedures. During coverage hours, HPE technical resources work remotely with channel partner service resources to resolve hardware and software problems that the partner is unable to resolve. HPE will provide any replacement parts needed to resolve the problem.

The service also provides the HPE partner with software updates for selected HPE-supported software products for each system, processor, processor core, or end-user software license, as allowed by HPE or the original manufacturer software license. In addition, the service provides you with electronic access to related product and support information, enabling you to locate this commercially available essential information.

### Service feature highlights

- Coverage window
- Access to technical resources
- Escalation management
- HPE electronic remote support solution
- Access to electronic support information and services
- Remote problem diagnosis and support
- Replacement parts
- Next business day delivery
- License to use software updates
- Software product and documentation updates





Table 1. Service features

Feature	Delivery specifications
<b>Coverage window</b>	<p>The service coverage window specifies the time during which the Partner may contact Hewlett Packard Enterprise to receive hardware or software technical support and to order replacement parts.</p> <p>Service is available 24 hours a day, seven days a week, including HPE holidays. This coverage window is subject to local availability. Please contact your local HPE partner business manager for further details.</p>
<b>Access to technical resources</b>	<p>The Partner may access HPE support resources via telephone, electronic communication, or fax (where locally available) for assistance in resolving hardware or software problems that are complex or difficult to reproduce.</p>
<b>Escalation management</b>	<p>Hewlett Packard Enterprise has established formal escalation procedures to facilitate the resolution of complex incidents. Local Hewlett Packard Enterprise management coordinates incident escalation, enlisting the skills of appropriate HPE resources and/or selected third parties to assist with problem solving.</p>
<b>HPE electronic remote support solution</b>	<p>As applicable, the HPE electronic remote support solution provides robust troubleshooting and repair capabilities that can help the Partner effectively resolve reported incidents. 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 assist the Partner with the use of HPE remote support tools.</p>
<b>Access to electronic support information and services</b>	<p>As part of this service, HPE provides the Partner with access to certain service and support tools and documentation, including service notifications and select HPE proprietary service diagnostic tools.</p>
<b>Installation advisory support</b>	<p>Remotely delivered advisory support is provided to the Partner who encounters difficulties while performing a product installation or who needs advice on proper installation or updating methods. This service feature does not include walking the Partner through an installation procedure from start to finish.</p> <p>The Partner will be responsible for delivering all installation activities including, but not limited to, end-user customer site preparation and information collection, documentation, installation and startup, configuration and verification, as well as any operational training and orientation for the end-user customer.</p>
<b>Remote problem diagnosis and support</b>	<p>The HPE Channel Partner is fully responsible for providing support to its end-user customers, including all installation and support services. This includes but is not limited to, installation and configuration of the covered HPE hardware and software products, ensuring end-user customer site preparation and pre-requisites are met, and performing any necessary troubleshooting activities that may occur during Partner's performance of its support, including remote diagnosis and repair.</p> <p>If, after performing the initial troubleshooting and diagnostics, the Partner is still unable to resolve an issue, the Partner can then engage HPE via telephone or web portal, 24 hours a day, 7 days a week (where available). HPE will acknowledge the receipt of the service request by logging the call, assigning a case ID, and communicating that case ID to the Partner. HPE will then work remotely, during the local coverage window (24 hours a day, 7 days a week where available), to assist the Partner in isolating the hardware incident and to remotely troubleshoot, remedy, and resolve it. HPE may request that the Partner initiate and perform remote diagnostics using electronic remote support solutions to access covered products, or HPE may use other means available to facilitate remote incident resolution. HPE will also provide telephone assistance for the installation of firmware and replacement parts. HPE provides corrective support to resolve identifiable and customer-reproducible software product problems.</p> <p>HPE retains the right to determine the final resolution of all reported incidents.</p>
<b>Replacement parts</b>	<p>Defective parts will be exchanged for replacement parts for covered HPE products. Replaced parts will be at the current revision level available within HPE inventory.</p> <p>Replacement parts provided by HPE shall be new or functionally equivalent to new in performance. Replaced parts become the property of HPE.</p> <p>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.</p> <p>Maximum supported lifetime/maximum usage: 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 quick specs, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.</p>



**Table 1.** Service features (continued)

Feature	Delivery specifications
<b>Next business day delivery</b>	<p>The parts delivery time specifies the time required to deliver the replacement part. The following parts delivery time is available for eligible products:</p> <ul style="list-style-type: none"> <li>• Next Business Day: Parts will arrive at the Partner’s specified location next business day during standard business hours, excluding HPE holidays.</li> </ul> <p>HPE will use commercially reasonable efforts to ship eligible parts to the Partner following receipt and acceptance of the Partner’s order to meet the parts delivery time. Locally defined parts delivery times can vary and are dependent on local capabilities.</p> <p>For Next Business Day parts delivery, orders must be received and accepted prior to the locally defined order cutoff time during HPE standard business hours, excluding HPE holidays. Orders received after the local cutoff time during standard business hours will be processed the next business day. Order cutoff times may vary depending on the transportation network used and the destination country.</p>
<b>License to use software updates</b>	<p>The Partner receives a restricted license to distribute software updates to their end-user customers. “Updates” shall mean commercially released patches, enhancements, bug fixes, minor releases, and other incremental software updates released by HPE or third-party software suppliers 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.</p> <p>The license terms for the end user shall be as described in the HPE software licensing terms corresponding to the end-user 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 such software updates provided under this service.</p> <p>The Partner’s right to distribute updates is limited to the end-user customers they service under HPE Partner Branded Support and must be distributed in a secure manner and in strict compliance with the HPE operations guide. The Partner must not:</p> <ul style="list-style-type: none"> <li>• Retain more than one archival copy of any update</li> <li>• Make copies of any updates, other than to facilitate distribution to end-user customers</li> <li>• Provide updates obtained on behalf of one end-user customer to another end-user customer</li> <li>• Use updates internally or on their own behalf</li> </ul>
<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 the Partner. 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 the Partner can obtain any software updates directly from the third-party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Partner when they are required to download, install, or run the latest software revision.</p>

## 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.

Software updates are not available for all products. When this service feature is unavailable, it will not be included in this service.

For some products, software updates include only minor improved features, and new software versions must be purchased separately.

Next business day parts delivery may not be available in all geographic locations. Please contact your local Hewlett Packard Enterprise partner business manager for further details. In countries where HPE does not have a direct, local presence the specified parts delivery times will not apply. Parts delivery time will vary and depends on local parts availability and local customs clearance procedures.

The following activities are excluded from this service:

- On-site delivery by HPE of support, including product installation, installation of replacement parts, or installation of firmware and software updates; the service provides for remote hardware and software HPE technical support only
- Standard troubleshooting and problem diagnosis by HPE; the Partner is required to perform standard troubleshooting and problem diagnosis, as specified by HPE, prior to contacting HPE for support
- Services required due to failure of the Partner to incorporate any system fix, repair, patch, or modification provided to the Partner by HPE
- Services required due to failure of the Partner to take avoidance action previously advised by HPE
- Operational testing of applications or troubleshooting of interconnectivity, network, or compatibility problems
- Performance testing or modeling



## Service eligibility

- The Partner must maintain an adequately trained and HPE-certified workforce and only HPE-certified resources may contact HPE for support.
- This service must be purchased for each system, component, processor, processor core, or end-user software license that will require support.
- For the Partner to be eligible to purchase this service to obtain software support, the end-user customer must be properly licensed to use the revision of the software product that is current at the beginning of the support agreement period; otherwise, an additional charge may be applied to bring the product into service eligibility.
- For the Partner to be eligible to purchase this service to obtain hardware support, the product must have been continuously under HPE warranty or support and be at a supported configuration and revision level; otherwise, an additional charge may be applied to bring the product into service eligibility.
- For certain third-party products, instead of purchasing an initial software product license, this service provides the Partner with the ability to download from a website, hosted by HPE or a third-party vendor, the current revision of the software and all software updates released during the support agreement period.

## Customer responsibilities

For the technical and commercial implementation of this service, the Partner will refer to, and be bound by, the current and any future updated version of the applicable Hewlett Packard Enterprise operations guide.

If the Partner does not act upon the specified Partner responsibilities in this document and the applicable HPE operations guide, at HPE's discretion, HPE will i) not be obligated to deliver the services as described, or ii) perform such service at the Partner's expense at the prevailing time and material rates.

The Partner is responsible for registering to use HPE's electronic facility and maintaining their registration information in order to gain access to restricted product information and to receive proactive notifications or other services available to the Partner.

The Partner must perform all on-site services required to maintain, repair, and support HPE hardware and software products under the HPE service contract.

The Partner is responsible for planning and installing, in a timely manner, critical firmware and software updates, as well as ensuring installation of replacement parts provided by HPE.

The Partner is responsible for acting upon software product updates and obsolescence notifications received from Hewlett Packard Enterprise.

If the end-user customer has licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product) or licensed firmware, the Partner must also have, if available, an active Hewlett Packard Enterprise software support agreement to receive, download, install, and distribute related firmware updates. HPE will provide the Partner with firmware updates, as previously described in this document, only if the end-user customer has the license to use the related software updates for each system, socket, processor, processor core, or end-user software license, as allowed by original HPE or manufacturer software license terms.

In order to enable remote monitoring of end-user customer hardware, HPE strongly recommends that the Partner install and configure the appropriate HPE remote support solution. The Partner must maintain the correct contact details in order to ensure correct routing of system incidents. HPE is not obligated to provide reactive support for end-user customer incidents that are routed to a Partner.

The Partner must own the entire relationship with the end-user customer and retain ownership of the incident after logging a case with HPE, including all communication with the end-user customer and any activities to be carried out at the end-user customer's site. The Partner may request that HPE provide on-site support activities on behalf of the Partner, including resolution of technical incidents and installation of firmware or software updates or patches. At HPE's discretion, HPE will provide on-site support as requested by the Partner, and the Partner agrees to pay HPE additional charges on a time and materials basis.

The Partner will place parts requests through the HPE Channel Services Network (CSN), or the appropriate local process, unless otherwise directed by HPE.



In cases where parts or replacement products are shipped to resolve a problem, the Partner is responsible for returning the defective part or product within a time period designated by HPE. Prior to contacting HPE for support, the Partner is expected to perform standard troubleshooting and problem diagnosis, as specified by HPE. The Partner will eliminate all other potential causes of the reported incident, through incident reproduction or troubleshooting, so it can be determined that the incident is directly related to the products supported by this service. The incident is determined to be a result of either i) a design problem (or that design-level expertise would be needed to determine the exact nature of the problem), or ii) a suspected complex or interoperability problem.

Upon contacting HPE, the Partner is expected to provide a clear, accurate, and complete problem statement and other information, as necessary.

The Partner is responsible for:

- Retaining, and providing to HPE upon request, all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service
- Using all software products in accordance with current HPE software licensing terms corresponding to the end-user 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 such software updates provided under this service
- Removing all sensitive data before returning any storage media to HPE; HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such storage media

## Coverage

This service provides coverage for selected HPE hardware and software products. For some servers and storage products, CPUs, disks, and other major internal and external components will be covered if support has been configured accordingly, and they are listed in the contract's equipment list (if applicable).

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 Partner. HPE will work with the Partner to recommend a replacement. Not all components will have available replacements in all countries due to local support capabilities.

## General provisions/other exclusions

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

When this service is provided for a solution that is composed of multiple HPE and/or third-party products, software support will only be offered on updates that are made available for the solution by HPE.

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

- Services that, in the opinion of HPE, are required due to unauthorized attempts by non-HPE authorized personnel to install, repair, maintain, or modify hardware, firmware, or software
- Services that, in the opinion of HPE, are required due to improper treatment or use of the product
- Service required due to causes external to the HPE maintained hardware or software



## Ordering information

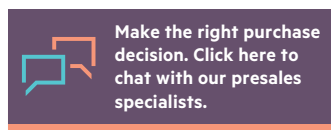
All products with individually sold support (i.e., hard drives within a storage array, etc.) must be ordered with the same service level as the product they are contained in, if that service level is available on those units.

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 Partner Branded Support, contact a local HPE sales representative and reference the following product numbers (x denotes the service length in years):

- H1L06Ax for HPE Next Business Day Partner Branded Support
- H1L06AC for HPE Next Business Day Partner Branded Support (for contract renewals)

## For more information

For more information on Hewlett Packard Enterprise support services, contact any of our worldwide sales offices or visit the following website: [hpe.com/services/support](https://hpe.com/services/support)



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