



ALLEGRO CONSULTANTS Expert Service Bundles (ESB) are standardized consulting engagements with pre-defined customer deliverables that focus on administering your HP-UX computer system. ESB's are specifically designed to complement ALLEGRO CONSULTANTS' contractual and per-incident support portfolios. ESB's offer the fastest quotation and delivery possible, with flexible billing options including credit cards, authorizing signatures and purchase orders. Expert Service Bundles provide rapid, affordable, high-quality consulting services that complement an in-house system administrator's abilities and extend their capabilities.

# HP-UX System Software Installation and Construction Service

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## Proprietary Notice

### Restriction on Use and Disclosure of Proposal and Quotation Information Data -

The information contained in this ALLEGRO CONSULTANTS ESB Consulting Description has been furnished on a confidential and restricted basis. It is to be used for the sole purpose of evaluating Allegro Consultants as a provider of the goods and/or services described herein and shall be returned upon request. It is furnished in confidence with the understanding that it will not, without the prior written permission of Allegro Consultants, be used or disclosed for other than evaluation purposes; provided, however that in the event a contract is awarded on the basis of this ESB Consulting Description, the customer shall have the right to use and disclose this Information to the extent provided in the contract. Hewlett-Packard represents only the ALLEGRO CONSULTANTS products and services as set forth herein, and makes no representations, warranties, guarantees, or commitments for any third-party products or services.

Return of this proposal to Allegro Consultants using email or FAX transmission will constitute legal acceptance of the deliverables and terms of the proposal, provided the ALLEGRO CONSULTANTS ESB Order Form has been completed by the Customer.

## 1.0 Overview: HP-UX System Software Installation and Construction Service

### 1.1 Request:

The customer or purchaser as identified in the ALLEGRO CONSULTANTS ESB Order Form to this ESB Consulting Description, hereinafter the Customer, has requested that the ALLEGRO CONSULTANTS provide the Services "HP-UX System Software Installation and Construction Service".

### 1.2 Installation Overview:

ALLEGRO CONSULTANTS Installation Services are part of a suite of deployment services designed to provide a quick response to your need for additions and reconfigurations to your organization's IT infrastructure while giving you the peace of mind that comes from knowing your hardware and software products from ALLEGRO CONSULTANTS and selected third parties have been installed in a professional manner by a highly-skilled ALLEGRO CONSULTANTS service professional.

ALLEGRO CONSULTANTS Installation ESB provides for the installation and configuration or reconfiguration of HP-branded servers and software products, as well as HP-supported software from other vendors. This service also covers the installation of additional software into your existing system or environment, or the installation of software updates as they are made available.

### 1.3 Method of Delivery:

Remote  On-Site (at the Customer's location)

## 2.0 Agreement:

### 2.1 General:

This ALLEGRO CONSULTANTS ESB Consulting Description, together with the Allegro Consultants Terms and Conditions of Sale and Service, ALLEGRO CONSULTANTS Services Per Event Support, ALLEGRO CONSULTANTS ESB Consulting & Short-Term Consulting Warranty constitute the entire agreement ("Agreement") between the parties with respect to its subject matter.

The Customer's additional or different terms and conditions will not apply.

ALLEGRO CONSULTANTS ESB Consulting services will be provided or arranged by ALLEGRO CONSULTANTS.

The Customer must have an active Software support contract with ALLEGRO CONSULTANTS. The products updated through this service will be limited to only the HP-licensed products found on the customer's Software Support agreement.

### 2.2 Geographic Availability:

This ALLEGRO CONSULTANTS ESB Consulting service is currently available in the United States and Canada.

## 2.3 Eligibility:

Only products that were sold by HP or an HP authorized reseller for HP-UX systems are eligible for ALLEGRO CONSULTANTS product installation.

Any existing system or environment into which a product is to be installed or a system is to be reconfigured under the terms of this ESB must be covered by a current ALLEGRO CONSULTANTS service contract.

All Allegro Consultants software licensed by Allegro Consultants or the original manufacturer and supported by ALLEGRO CONSULTANTS may be eligible for service under an ALLEGRO CONSULTANTS ESB. Unless otherwise specified in this document, the software and the system(s) on which it is installed must be properly maintained at the latest major revision level, including Engineering Change Orders (Patches and updates) and must contain at least the minimum hardware and prerequisite software as specified in the applicable Software Product Description (SPD) or product documentation in the absence of the SPD.

## 3.0 Customer Responsibilities:

As part of this agreement the Customer will be responsible for the following:

- Assign a designated Customer Project Manager who, on behalf of the Customer, will grant all approvals, provide information, and otherwise be available to assist ALLEGRO CONSULTANTS to facilitate the delivery of this service.
- Customer Project Manager to be available for the duration of the ESB via direct telephone access, email access, or telephone messaging with a guaranteed response time of not more than thirty minutes.
- Ensure the availability, at all times during an installation or reconfiguration service, of one or more individuals who have responsibility for managing the network environment
- The Customer will provide ALLEGRO CONSULTANTS with details on the current configuration and topology information including hardware platform(s), operating system(s) and application(s).
- The Customer will maintain a current backup copy of the operating system, network system, development programs, and all other applicable software programs, data and files.
- Assure ALLEGRO CONSULTANTS that all products serviced by this ALLEGRO CONSULTANTS ESB are properly licensed to the Customer.
- Provide fully privileged access to the system(s) on which this ESB consulting service will take place via dial-in facilities or other remote access method, acceptable to ALLEGRO CONSULTANTS, as required to support remote communications for the Customer's system(s) and / or environment.
- Provide information and data as requested by the assigned ALLEGRO CONSULTANTS Service Professional, Technical Support Engineer, or Consultant.
- Immediately notify ALLEGRO CONSULTANTS in the event of changes to equipment configuration and/or changes to software products installed on the system(s) to be serviced by this ESB.

- For remote service which requires ALLEGRO CONSULTANTS to access the Customer's system(s), obtain, install and demonstrate as operational, and at no cost to ALLEGRO CONSULTANTS , any modems or other necessary Customer or third-party owned and/or maintained equipment and or software to assure ALLEGRO CONSULTANTS a secure electronic connection to the Customer's environment, which could affect the ability of ALLEGRO CONSULTANTS to fulfill its obligation(s) of this ALLEGRO CONSULTANTS ESB consulting service.
- Ensure that all site preparation, power supply compatibility requirements, and other specified service prerequisites are met
- Ensure the availability of all hardware, firmware, and software the ALLEGRO CONSULTANTS Service Professional will need in order to deliver an installation or reconfiguration service
- Place any ALLEGRO CONSULTANTS and multivendor products to be installed under the terms of this service in the immediate area where they are to be installed
- Coordinate service deployment on third-party-maintained hardware and software (if applicable) with ALLEGRO CONSULTANTS
- Provide a suitable work area for delivery of the service, including access to an outside telephone line, power, and any network connections required

#### 4.0 ALLEGRO CONSULTANTS Responsibilities:

As part of this agreement, ALLEGRO CONSULTANTS will provide the following ESB Standard Deliverables:

- ALLEGRO CONSULTANTS will review the Customer's purchase of the ALLEGRO CONSULTANTS ESB, in accordance with information the Customer provides on the attached ALLEGRO CONSULTANTS ESB Order Form.
- ALLEGRO CONSULTANTS will schedule delivery of the ESB following receipt of completed ALLEGRO CONSULTANTS ESB Order Form and following ALLEGRO CONSULTANTS's acceptance of the order, in accordance with standard business practices and at the earliest possible date according to staffing levels of the ALLEGRO CONSULTANTS Service Professional, Technical Support Engineer or Consultant providing the consulting service. Typically installation services are scheduled no earlier than three business days following purchase and order acceptance.
- Providing all services between the hours of 8:00 AM and 5:00 PM Pacific time, Monday through Friday, excluding ALLEGRO CONSULTANTS published holidays. "After hours" delivery may be available pending resource availability.
- Provide the ESB consulting services of an ALLEGRO CONSULTANTS Service Professional, Technical Support Engineer, or Consultant proficient in the service and products associated with the ESB. Request for ESB services occur directly with the end-user customer.
- Provide a Custom Installation Plan of any software or software updates that are delivered by this service, as listed here:
  - Verification that all installation prerequisites have been satisfied
  - Verification of customer's computing environment associated with this installation. Verification may include the ALLEGRO CONSULTANTS witness of a system reboot, as to confirm system stability
  - Document system and network settings and/or parameters that need to be included in the environment following the installation

- Installation of HP-UX operating system software and applicable software patches
- Document environment configuration that needs to be maintained following the installation
- Provide a Custom Installation:
  - Verify pre-installation prerequisites
  - Verify system stability via system reboot (if necessary)
  - Install HP-UX operating system software
  - Install all applicable software patches
  - Configure any required system and network configurations and parameters
  - Configure installation in accordance with the requirements documented in the installation plan
  - Test installation, verifying proper operation of the installed product(s)
  - Provide the customer with an installation orientation to include one or more of the following:
    - ⌚ Documentation of the installation
    - ⌚ List of all products and patches installed
    - ⌚ Documentation of configuration or reconfiguration
    - ⌚ Information on product usage (instructional or documentation)
    - ⌚ Document any special features of the installed product(s)
    - ⌚ Provide answers to customer's questions regarding the product(s) installed

#### **ALLEGRO CONSULTANTS Installation ESB Optional Deliverables:**

The following optional deliverables are available for specific customer requirements:

- After Hours Installation: Just for the customers who require that the installation be performed at times other than standard business hours (Monday through Friday between 8AM and 5PM (Pacific), excluding ALLEGRO CONSULTANTS published holidays).
- Emergency Installation Response: This option is for those occasions when the **onsite installation** is required earlier than three business days following the Customer's purchase and ALLEGRO CONSULTANTS' order acceptance of the ALLEGRO CONSULTANTS Installation ESB.

## 5.0 ALLEGRO CONSULTANTS ESB Considerations, Restrictions, and Constraints:

The following considerations, restrictions, and constraints are applicable to the delivery of this ALLEGRO CONSULTANTS ESB:

- All services will be provided according to the hours stated under “ALLEGRO CONSULTANTS Responsibilities’ and ‘Cost of ESB” herein.
- All software, hardware, and firmware encountered in the delivery of this ALLEGRO CONSULTANTS ESB must adhere to the minimum hardware and software requirements as specified in the applicable Software Product Description (SPD) and its addenda and/or requirements or recommendations of the manufacturer(s).
- If security restrictions apply to any or all Customer systems to be supported by this ESB, the Customer may be required to assume additional responsibilities for maintaining the system and/or software.
- Any installation service being provided as part of this ESB is limited to the most current version of software and/or firmware.
- If ALLEGRO CONSULTANTS is unable to complete the deliverables specified in this ALLEGRO CONSULTANTS ESB Consulting Description within thirty (30) days following commencement of this ESB service, due to the Customer’s failure to meet its obligations, the ESB will be considered completed and will be invoiced.
- Delays caused by any failure of the Customer to meet the ‘Customer Responsibilities’ will be charged at the prevailing ALLEGRO CONSULTANTS US Solution Center consulting rate for time and materials.
- The ability of ALLEGRO CONSULTANTS to deliver this ESB is dependent upon the Customer’s full and timely cooperation with ALLEGRO CONSULTANTS, as well as the accuracy and completeness of any information and data the Customer may provide ALLEGRO CONSULTANTS.
- ALLEGRO CONSULTANTS reserves the right to charge, on a time and materials basis, for any additional work over and above the quoted service pricing that may result from the work required to address service prerequisites or other requirements not met by the Customer.
- Defective hardware, as identified during the installation, will be referred to the Customer’s hardware warranty or hardware support agreement.
- The Customer is responsible for contract the vendor for repair or replacement of defective third-party products not supplied or supported by ALLEGRO CONSULTANTS.
- The following services are not included under this agreement, unless specifically included elsewhere in this document:
  - Use of any tools providing electronic access to Allegro Consultants. Electronic problem submittal and access to electronic databases may be available through a support contract. The Customer may already have such a contract in place.
  - Customer modifications to the ALLEGRO CONSULTANTS supported software or hardware
  - Software product media, documentation, licenses, and license updates
  - Services outside of the contracted hours of coverage
  - Services required due to improper treatment or use of the equipment or software by other(s) than ALLEGRO CONSULTANTS.

- Services required due to unauthorized attempts by other than ALLEGRO CONSULTANTS personnel to repair, maintain, or modify the equipment and/or software
  - Services required due to causes external to the Allegro Consultants maintained equipment and/or software
  - Individual hardware products that cannot, in the opinion of ALLEGRO CONSULTANTS , be properly repaired due to excessive wear or deterioration. These products may be withdrawn from service upon applicable prior notice
  - Individual software products that have been discontinued or reclassified as "Customer Supported." These products may be withdrawn from service upon applicable prior notice
  - Code, code examples, commands, sample commands or modifications to code or commands
  - Service deployment (installation) on hardware not covered by an ALLEGRO CONSULTANTS warranty, ALLEGRO CONSULTANTS service agreement or third-party service agreement
  - Resolution of hardware-related problems encountered during verification testing, unless covered by an active warranty or ALLEGRO CONSULTANTS hardware service agreement
  - Any service not clearly specified in this document.
- ALLEGRO CONSULTANTS must qualify target system as a prerequisite to the purchase of HP-UX Update Service - OS service options. This can be done through running a data collection script that ALLEGRO CONSULTANTS would execute after access information is provided for the designated system(s).
  - Operating System update is limited to one target system. ALLEGRO CONSULTANTS may update the Operating Systems of additional systems, when quoted.
  - Hardware and third-party software migrations are not included.

## 6.0 Acceptance of ALLEGRO CONSULTANTS ESB Deliverables:

As this ALLEGRO CONSULTANTS ESB consists of professional advice, technical support services, and/or packaged consulting, there is no Acceptance Test Plan, acceptance test, or formal acceptance included.

The ALLEGRO CONSULTANTS ESB will be considered completed by ALLEGRO CONSULTANTS and accepted by the Customer when one or more of the following criteria have been satisfied:

- ALLEGRO CONSULTANTS has completed its obligations and deliverables of the ALLEGRO CONSULTANTS ESB as detailed under ALLEGRO CONSULTANTS Responsibilities herein
- Forty-five (45) days following acceptance of the ESB Order by ALLEGRO CONSULTANTS
- Twenty-one (21) days following commencement of the delivery of the ESB.

## 7.0 Cost of ALLEGRO CONSULTANTS ESB:

ALLEGRO CONSULTANTS is pleased to offer this ALLEGRO CONSULTANTS Installation Services ESB at the following costs (quoted in US currency):

HP-UX System Software Installation and Construction Service	
Enterprise, M-F, Business Hours	\$250 per hour, 2 hr increments, 2 hrs minimum
ALL other days & times	\$325 per hour, 1 hr increments, 4 hrs minimum

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