



HPE Global Service Event Management (GSEM) Access and Usage Agreement

1. DEFINITIONS

1.1 **“Certification Testing”** means HPE’s testing of the Company’s interface adapter code to (1) verify the functionality and performance of the Company’s system, including the specific configuration of Company’s hardware and software (including operating system), and (2) to verify their interoperability with Company’s call handling system and the GSEM System and the HPE call handling systems for the purposes of Company exchanging service event information.

1.2 **“Company”** means entity accessing GSEM System and entering into this GSEM Access and Usage Agreement.

1.3 **“Credential(s)”** means any key, password or other access information issued by HPE to Company to securely access the GSEM System.

1.4 **“Documentation”** means all material provided by HPE pertaining to the GSEM System, including, without limitation, installation and use instructions, operating environment requirements, user manuals, programmers’ guides and system guides, and any portions thereof.

1.5 **“GSEM System”** means HPE’s internal systems environment, known as “Global Service Event Management System,” that permits service event information to exchange electronically from one call handling system to another.

2. ELIGIBILITY

This GSEM Access and Usage Agreement (the “Agreement”) governs the use of the GSEM System. By downloading, copying, or using the GSEM System, Company agrees to this Agreement (“Acceptance”). Company must have active support agreement and/or any other relevant agreement in place with HPE (“Governing Agreement”) and desire to electronically submit and exchange service event information for service events placed pursuant to the Governing Agreement from the Company’s call handling system with HPE’s call handling system to be eligible for the access described herein. This Agreement provides electronic access to enable the exchange of the Company’s service event information on products covered under Governing Agreement through HPE’s GSEM System as further described below. This Agreement is added by reference to the Governing Agreement and in the event of any conflict or inconsistency among the documents, the Agreement will take precedence for subject matter contained herein.

3. CREDENTIAL USE AND CERTIFICATION

3.1 **Credential Use.** HPE will issue a Credential to allow Company access to the GSEM System. Credentials are unique to a Company and may never be shared. Company will ensure use of Credentials only by its authorized employees, agents and subcontractors who have a need to use Credentials in connection with this Agreement, with any use by agents or subcontractors provided they are contractually bound in accord with this Agreement. Company must treat the Credential as Confidential Information.

3.2 **Credential Management.** Upon request, Company will provide HPE with a list of individuals who have access to the GSEM System through the Credential. Credentials may never be posted or stored on any network asset.



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3.3 **SSL Certificate.** Company must obtain a client SSL certificate issued by an HPE approved authority. Company will need to provide the certificate to HPE for registration to enable access to the GSEM System. Company must immediately notify HPE in event of theft or suspected compromise of Company's SSL certificate.

3.4 **Company Responsibilities.** Company must perform all Company responsibilities as set forth in this Agreement, including but not limited to:

- Develop GSEM interface connection based on HPE's GSEM API specification
- Test/certify the adapter in accordance with HPE testing and certification procedures, as reasonably required, throughout the term of the Agreement
- Provide trained GSEM adapter administrator
- Provide GSEM interface support
- Identify service event flow monitoring and alarming capability
- Maintain and implement in a timely manner, current operating system, service pack, and hot fixes to provide protection against cyberattacks.
- Maintain up to date antivirus protection
- Host GSEM interface adapter in a secure, environment using industry standard security protocols
- Notify HPE immediately of any breach in security specific to the technology used to access the GSEM interface
- Have established backup processes in place in the event service event information cannot be submitted and exchanged

3.5 **Certification.** Company's interface with HPE's GSEM System must pass HPE's Certification Testing before Company can access, and use HPE's GSEM System as determined by HPE, and Company must maintain this certification throughout the Term. In the event that the Company fails to pass HPE's Certification Testing or if at any time thereafter the Company cannot meet the minimum functionality required to facilitate the exchange of service event information from the Company's call handling system to the GSEM System and HPE's call handling systems, as determined by HPE, the Company shall correct or modify any problem within a mutually agreed upon time period and pass HPE's Certification Testing upon implementation of such correction or modification or certification will not be granted, or if already granted, certification will immediately and automatically be withdrawn. If the Company fails to correct or modify such problem and fails to pass Certification Testing within the mutually agreed upon time period, then HPE may immediately terminate this Agreement.

3.6 **Modifications by Company.** Except for the requirements of Section 3.7 below, following successful completion of Certification testing, Company shall not make any further modifications that may impact the GSEM Case Exchange without obtaining HPE's prior written consent. HPE shall determine whether these additional modifications require Certification Testing and will notify the Company of its decision. The certification applies to a complete configuration of hardware, software, operating system, and interface adapter code. Standalone components of a certified system are not to be considered certified unless they are part of the certified configuration.

3.7 **Modifications by HPE.** In the event HPE modifies its GSEM System and associated GSEM API, Company is responsible for making any modifications to its interface adapter code and pass HPE's Certification Testing process within ninety (90) days of request by HPE.

4. ACCESS TO THE GSEM SYSTEM

Company shall not in any way misuse, or cause damage to, the GSEM System or HPE's call handling environment. Company may only use such access for the purposes of submitting and sharing service event



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information through HPE's GSEM System to HPE's call handling system for those products that are under an active Service Agreement with HPE. Company understands that HPE may perform maintenance on its GSEM System or call handling system from time to time. HPE shall have no obligation to Company to maintain or support the Documentation, the GSEM System or HPE's own call handling system.

5. EXPENSES

Company shall bear its own expenses in connection with this Agreement, including but not limited to any costs associated with creating, maintaining and modifying its interface adapter code, and for its activities associated with Certification Testing and ongoing certification, and Company responsibilities set forth in Section 3.4.

6. CONFIDENTIALITY

Information exchanged under this Agreement will be treated as confidential if identified as such herein, including, but not limited to, **any Credentials and Documentation**, as well as any information disclosed pertaining to the HPE's GSEM or call handling systems, all of which is HPE confidential information, or if identified at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. **For the avoidance of doubt, all other confidential information exchanged by the parties will be governed by the Governing Agreement.** Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency. Notwithstanding the foregoing, any provision of Credentials by HPE hereunder may only be shared with Company employees and the protection period as set forth above for such Credentials shall not expire.

7. DATA PRIVACY

HPE and Company shall comply with all applicable laws and their respective privacy policies. HPE's privacy policy can be found at: <https://www.hpe.com/us/en/legal/privacy.html>.

8. INTELLECTUAL PROPERTY

No transfer of ownership of any intellectual property will occur under this Agreement. Company grants HPE a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HPE and its designees to perform its obligations under this Agreement.

9. WARRANTIES AND LIABILITY

9.1 **Warranty Disclaimer.** COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT ANY DOCUMENTATION IS BEING PROVIDED HEREIN TO COMPANY IS PROVIDED "AS IS" AND THAT COMPANY'S ACCESS TO THE GSEM SYSTEM AND HPE'S CALL HANDLING SYSTEM UNDER THIS AGREEMENT THROUGH THE GSEM API IS PROVIDED ON AN "AS IS" BASIS. HPE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY ACCESS TO OR INFORMATION OBTAINED FROM THE GSEM SYSTEM OR HPE'S CALL HANDLING SYSTEM. WITHOUT LIMITING THE FOREGOING, HPE HEREBY DISCLAIMS ALL WARRANTIES EITHER EXPRESS, IMPLIED, WHETHER BY STATUE, COMMON LAW, CUSTOM



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OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT IN CONNECTION WITH ACCESS TO OR INFORMATION OBTAINED FROM, THE GSEM SYSTEM AND HPE'S CALL HANDLING SYSTEM HEREUNDER. IN NO EVENT SHALL HPE BE LIABLE FOR ANY FAILURE, DISRUPTION, DOWNTIME, INTERRUPTION, INCORRECT LINKAGE, DELAY, INACCURACY, OR OTHER NONPERFORMANCE OR LACK OF FUNCTIONALITY OF THE GSEM SYSTEM OR HPE'S CALL HANDLING SYSTEMS.

9.2 **Limitation of Liability.** HPE'S LIABILITY TO COMPANY UNDER THIS AGREEMENT IS LIMITED TO \$1,000,000. EXCEPT FOR CLAIMS UNDER SECTIONS 6 (CONFIDENTIALITY) AND SECTION 8 (INTELLECTUAL PROPERTY RIGHTS), NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL COSTS OR DAMAGES.

10. TERM AND TERMINATION

10.1 **Term.** This Agreement shall become effective upon its Acceptance, and, unless terminated earlier pursuant to this Section 10, shall continue for the duration of, and be coterminous with, the Governing Agreement between HPE and Company.

10.2 **Termination for Cause.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

10.3 **Termination for Convenience.** Either party may terminate this Agreement without cause upon thirty (30) days' notice to the other party.

11. GENERAL

11.1 **Governing Law.** This Agreement will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law.

11.2 **Entire Agreement.** This Agreement represents the entire understanding between the Company and HPE with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If HPE doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.