

Service Description

aruba

a Hewlett Packard
Enterprise company

FOUNDATION CARE FOR ARUBA

SUPPORT SERVICES

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SERVICE OVERVIEW

Foundation Care for Aruba (“Foundation Care”) provides comprehensive support services for Aruba solutions to help increase the availability of your network infrastructure, support its use, and optimize your experience with trouble-shooting and expert guidance. Aruba technical resources provide case handling support, ticket tracking, and work with your IT team to help you resolve hardware and software problems with Aruba products and services.

For hardware products covered by Foundation Care, the service includes remote diagnosis and support, as well as options for on-site hardware repair as required to resolve issues.

For eligible Aruba hardware products, this service may also include basic software support. Contact Aruba for more information and determination regarding which eligible software products may be included as part of your hardware product coverage. For software products covered by Foundation Care, Aruba provides remote technical support, access to and guidance on software updates and patches.

In addition, Foundation Care provides electronic access to related product and support information, enabling any member of your IT staff to locate this essential information.

SERVICE-LEVEL OPTIONS

The service-level options noted in the following table are specific to individual Aruba products, and must be individually selected. Aruba will provide the hardware support features for covered hardware products and the software support features for covered software products.

All coverage windows are subject to local availability. Product eligibility may vary. Contact a local Aruba sales office for detailed information on service availability and product eligibility.

Incidents with covered hardware or software can be reported to Aruba using telephone or the Aruba Support Portal (ASP) web interface, as locally available, or as an automated equipment reporting event with the Aruba electronic remote support solution.

For products covered by Foundation Care, Aruba offers eight distinct service levels

- NBD Exchange Service
- 4 Hour Exchange Service
- NBD (onsite) Service
- 4-Hour Onsite (depending on travel zone) Service
- Call to Repair (CTR) 6 Hour (depending on travel zone) Service
- Software + Technical Support (TAC)
- Software Only
- Hardware Only

TABLE 1. Service-level options

Service-level options	Coverage window	Hardware response time ¹	Software response time
Next Business Day Exchange (NBD Exchange)	Service is available 24 hours per day, 7 days per week including Aruba holidays.	Next-business-day delivery for covered hardware.	Once a software case is logged, an Aruba Technical Assistance Center (TAC) engineer
4 Hour Exchange	Service is available 24 hours per day, 7 days per week including Aruba holidays.	4-hour delivery for covered hardware.	

Service-level options	Coverage window	Hardware response time ¹	Software response time
Next Business Day (onsite) (NBD)	Service is available 24 hours per day, 7 days per week including Aruba holidays.	Next-business-day on-site response for covered hardware. Cases received outside the coverage window will be acknowledged the next coverage day and serviced within the following coverage day.	will respond to the case within two hours during the coverage window.
4-Hour Onsite	Service is available 24 hours per day, 7 days per week including Aruba holidays.	4-hour on-site response for covered hardware. Availability of 4-Hour Onsite is dependent on the proximity of your site to an Aruba-designated support hub, as described in the Travel Zones section below. For noncritical incidents (Severity 2 to 4), or at your request, Aruba will work with you to schedule an agreed-upon time for the remedial action to begin, and the 4-Hour Onsite time will then start. Incident severity levels are defined in the General Provisions section later in this document.	
Call to repair (CTR) 6 Hour	Service is available 24 hours per day, 7 days per week including Aruba holidays.	6-hour call-to-repair time: For critical incidents (Severity 1), Aruba will return the covered hardware to operating condition within six hours. ² Availability of call-to-repair times is dependent on the proximity of your site to an Aruba-designated support hub, as described in the Travel Zones section below. For noncritical incidents (Severity 2 to 4), or at your request Aruba will work with you to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time will then start. Incident severity levels are defined in the General Provisions section later in this document.	
Software + Technical Support (Jointware Products)	Service is available 24 hours per day, 7 days per week including Aruba holidays.	Not Applicable	
Software Only	Service is available 24 hours per day, 7 days per week including Aruba holidays.	Not Applicable	
Hardware Only	Service is available 24 hours per day, 7 days per week including Aruba holidays.	There are two options: 1) Next-business-day delivery for covered hardware. Cases received outside the coverage window will be acknowledged the next coverage day and serviced within the following coverage day 2) 4-hour on-site response for covered hardware.	Not applicable

¹ On-site response time for hardware issues begins when the initial case has been received and acknowledged by Aruba. The on-site response time ends when the Aruba authorized representative arrives at your site, or when the reported event is closed with the explanation that Aruba has determined that no on-site intervention is required.

² Call-to-repair time for hardware issues begins when the initial case has been received and acknowledged by Aruba or at the start time for work scheduled in agreement with you. Call-to-repair time ends with Aruba's determination that the hardware is repaired, or when the incident is closed with the explanation that Aruba has determined that no on-site intervention is required.

TRAVEL ZONES

All hardware on-site response times apply only to sites located within 100 miles (160 km) of an Aruba designated support hub. Travel to sites located within 200 miles (320 km) of an Aruba designated support hub is provided at no additional charge. If the site is located more than 200 miles (320 km) from the Aruba designated support hub, there may be an additional travel charge.

Travel zones and charges, if applicable, may vary in some geographic locations.

Response times to sites located more than 100 miles (160 km) from an Aruba designated support hub will have modified response times for extended travel, as shown in the following table.

TABLE 2. Travel zones

Distance from Aruba-designated support hub	4-hour hardware on-site response time	Next-day hardware on-site response time
0–100 miles (0–160 km)	4 hours	Next coverage day
101–200 miles (161–320 km)	8 hours	1 additional coverage day
201–300 miles (321–480 km)	Established at time of order and subject to availability	2 additional coverage days
More than 300 miles (480+ km)	Established at time of order and subject to availability	Established at time of order and subject to availability

A call-to-repair time commitment is available for sites located within 50 miles (80 km) of an Aruba designated support hub.

For sites that are located within 51 to 100 miles (81 to 160 km) of an Aruba designated support hub, an adjusted hardware call-to-repair time commitment applies, as shown in the following table.

The hardware call-to-repair time commitment is not available for sites located more than 100 miles (160 km) from an Aruba designated support hub.

TABLE 3. CTR travel zones

Distance from Aruba-designated support hub	Hardware call-to-repair time
0–50 miles (0–80 km)	6 hours
51–100 miles (81–160 km)	8 hours
More than 100 miles (160+ km)	Not available

GENERAL PROVISIONS

Aruba will acknowledge a case by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for commencement of remedial action.

Hardware support on-site response time and call-to-repair time commitment, as well as software support remote response time, may differ depending on incident severity. The Customer determines the incident severity level.

Incident severity levels are defined as follows:

- **Severity 1**—Critical: Critical system or service outage in a live production environment that results in a severe degradation of overall network performance and/or significant reduction in capacity
- **Severity 2**—High: Intermittent degradation of system or service performance that impacts end-user service quality or impairs network operator control or operational effectiveness; also includes loss of diagnostic capabilities.
- **Severity 3**—Moderate: Minor degradation of system or service performance that does not impact end-user service or quality and/or has minimal impact on network or server operations.
- **Severity 4**—Low: No impact on system or network operations; information requests, document errors, or standard questions on configuration or functionality of equipment

SPECIFICATIONS

TABLE 4. Service features

Feature	Delivery specifications
Hardware support	
Remote problem diagnosis and support	Once the Customer has placed and Aruba has acknowledged the receipt of a case as described in the General Provisions section, Aruba will work during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any on-site assistance, Aruba may initiate and perform remote diagnostics using electronic remote support solution to access covered products, or Aruba may use other means available to facilitate remote incident resolution. Aruba will provide telephone assistance during the service coverage window for installation of Customer-installable firmware or parts classified by Aruba as Customer Self Repair (CSR) parts.
Foundation Care Exchange service-level options	For Aruba products covered by Foundation Care Exchange, Aruba offers two distinct hardware replacement parts exchange service levels: <ul style="list-style-type: none"> • Foundation Care NBD Exchange Service • Foundation Care 4-hour Exchange Service The details of the Foundation Care Exchange hardware replacement parts exchange service levels are outlined in the text that follows. These services are subject to local availability. Contact a local Aruba sales office for detailed information on service availability.
Advance parts exchange	Aruba will confirm that the ordered part will be shipped in advance of Aruba's receipt of the defective part, within the hardware replacement parts exchange service-level. The Customer must return the defective part within the time specified by Aruba in the Customer Responsibilities section of this datasheet. The replaced product becomes the property of Aruba. For a part not returned within the specified time period, the Customer will be billed and required to pay for such retained part at full country list price.
On-site hardware support	For hardware incidents that cannot, in Aruba's judgment, be resolved remotely, an Aruba authorized representative will provide on-site technical support on covered hardware products to return them to operating condition. Once an Aruba authorized representative arrives at your site, the representative will continue to deliver the service, either on-site or remotely, at the discretion of Aruba, 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 Aruba verification that the hardware malfunction has been corrected or that the hardware has been replaced. In addition, at the time of on-site technical support delivery, Aruba may: <ul style="list-style-type: none"> • Install available engineering improvements for covered hardware products to help you ensure proper operation of the hardware products and maintain compatibility with Aruba-supplied hardware replacement parts

Feature	Delivery specifications
	<ul style="list-style-type: none"> Install available firmware updates defined by Aruba as noncustomer installable for covered hardware products, that, in the opinion of Aruba, are required to return the covered product to operating condition or to maintain supportability by Aruba <p>At your request, Aruba will install during coverage hours critical firmware updates defined by Aruba as noncustomer installable for covered hardware products. Critical firmware updates are firmware updates recommended by the Aruba product division for immediate installation.</p>
Replacement parts and materials	Aruba will provide Aruba-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 Aruba to assure supportability of the product.
Firmware updates for selected products	<p>As part of this service, you will have the right to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in Aruba's current standard sales terms.</p> <p>For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), you must also have, if available, active Foundation Care support coverage or an active Aruba software support agreement on the firmware-based software products to receive, download, install, and use related firmware updates.</p> <p>Aruba will provide, install, or assist you with installation of firmware updates as previously described in this document only if you have the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original Aruba or original manufacturer software license terms.</p>
Basic Software Support on eligible Aruba hardware products	Basic Software Support provides 24 hours per day, 7 days per week phone support for selected independent software vendor (ISV) software that resides on hardware covered by Foundation Care. For Basic Software Support, Aruba will investigate and attempt to resolve problems by asking you to apply fixes that have been made available or known to Aruba. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch, and you will be directed to available sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor. If the case is still not resolved, then Collaborative Call Management can be initiated at your request.
Prepaid shipping label, materials and instructions for defective unit return	Aruba will ship the Aruba-supported replacement product in a container suitable for returning the defective product to Aruba. Instructions and a prepaid shipping label for the return of the failed product will be included in the replacement product's shipping container, and Customer will return the defective product in the shipping container in accordance with Aruba's instructions.
Problem analysis and resolution	Aruba provides corrective support to resolve identifiable and customer-reproducible software and hardware product problems for covered products. Aruba also provides support to help the Customer identify problems that are difficult to reproduce. In addition, Aruba provides the Customer with remote assistance in troubleshooting problems and determining configuration parameters for supported configurations

Feature	Delivery specifications
Software support	
Access to technical resources	You can access Aruba technical resources via telephone, or electronic communication, for assistance in resolving software implementation or operations problems.
License to use software updates	<p>You receive the license to use software updates to Aruba software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original Aruba or original manufacturer software license terms, provided you have rightfully acquired the original software license.</p> <p>The license terms shall be as described in the Aruba software licensing terms corresponding to your 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 or otherwise be made available for such software updates provided under this service.</p>

Feature	Delivery specifications
Software support	<p>Aruba provides corrective support to resolve identifiable and Customer-reproducible software product problems, to help you identify problems that are difficult to reproduce, and assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p> <p>Once a software case is logged, an Aruba Solution Center engineer will respond to the case within two hours. Cases received outside the service coverage window will be logged the next day for which you have a service coverage window (may vary by geographic location).</p>
Installation advisory support	<p>Limited advisory support is provided and is restricted to basic advisory assistance if you encounter difficulties while performing a software product installation or advice on proper installation methods and updating of standalone applications. The scope of such advisory support is at Aruba's discretion.</p> <p>Exclusions to this advisory support include, but are not limited to, the following: any downloading of complete software packages or walking you through an installation from start to finish. These services are available for an additional charge and can be purchased separately from Aruba.</p>
Software features and operational support	<p>Aruba provides information, as commercially available, on current product features, known problems and available solutions, and operational advice and assistance.</p>
Software product and documentation updates	<p>As Aruba releases updates to Aruba software, the latest revisions of the software and reference manuals are made available to you. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to you when required to download, install, or run the latest software revision.</p> <p>For most Aruba software, updates will be made available through the Software & Documents section on the Aruba Support Portal. The portal provides you with electronic access to receive and proactively manage software product and documentation updates.</p> <p>When this service is provided for a solution that is composed of multiple Aruba products, software support will be offered only on updates that are made available for the solution by Aruba.</p>

Feature	Delivery specifications
Other Features	
Access to electronic support information and services	<p>As part of this service, Aruba provides you with access to certain commercially available electronic and web-based tools. You have access to:</p> <ul style="list-style-type: none"> • Certain capabilities made available to registered users with linked entitlements, such as downloading selected Aruba software patches, subscribing to hardware-related proactive service notifications, and participating in support forums for solving problems and sharing best practices with other registered users. • Expanded web-based searches of technical support documents to facilitate faster problem solving and certain Aruba proprietary service diagnostic tools with password access. • A web-based tool for submitting questions directly to Aruba; the tool helps to resolve problems quickly with a prequalification process that routes the case to the resource qualified to answer the question; it also allows the status of each case submitted to be viewed, including cases submitted by telephone. • Aruba knowledge databases for certain third-party products, where you can search for and retrieve product information, find answers to support questions, participate in support forums, and download software updates; this service may be limited by third-party access restrictions. • The Software & Documentation portal, which provides you with electronic access to receive, proactively manage, and plan for software product updates; access to the portal is through the Aruba Support Portal.
Escalation management	<p>Aruba has established formal escalation procedures to facilitate the resolution of complex incidents. Local Aruba management coordinates incident escalation, enlisting the skills of appropriate Aruba resources to assist you with problem solving.</p>
Aruba electronic remote support solution	<p>For eligible products, the Aruba electronic remote support solution provides robust troubleshooting and repair 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 Aruba support specialist will only use the remote system access with your authorization. The remote system access may enable the Aruba support specialist to provide more efficient troubleshooting and faster case resolution.</p>

SPECIFICATIONS (OPTIONAL)

TABLE 5. Optional service features

Feature	Delivery specifications
Defective media retention	For eligible products, the defective media retention (DMR) service feature option allows you to retain defective hard disk or eligible SSD/Flash drive components that you do 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 defective media retention.
Comprehensive defective material retention	In addition to defective media retention, the comprehensive defective material retention service feature option allows you to retain additional components that have been designated by Aruba as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the comprehensive defective material retention. The components that can be retained under this service feature are outlined in the document located at hpe.com/services/cdmr .

SERVICE LIMITATIONS

Aruba retains the right to determine the final resolution of all service requests. 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 Aruba
- Services that, in the opinion of Aruba, are required due to unauthorized attempts by non-Aruba personnel to install, repair, maintain, or modify hardware, firmware, or software
- Operational testing of applications, or additional tests requested or required by the Customer required due to failure of the Customer to take avoidance action previously advised by Hewlett Packard Enterprise
- Services that, in the opinion of Hewlett Packard Enterprise, are required due to improper treatment or use of the product
- Backup, recovery, support of other software, and data
- Installation of any customer-installable firmware and/or software updates
- Installation of replacement product
- Any services not clearly specified in this document
- Troubleshooting for interconnectivity or compatibility problems
- Non-HPE devices

SOFTWARE SUPPORT

Software updates are not available for all software products. When this service feature is not available, it will not be included in this service. For some products, software updates include only minor improved features. New software versions must be purchased separately.

COVERAGE

For Aruba networking systems, the service on the main product covers Aruba-branded hardware options not designated by Aruba as requiring separate coverage, that are qualified for the system, are purchased at the same time or afterward, and are internal to the system (for example, connectivity modules, transceivers, and internal power supplies).

Supplies and consumable parts including, but not limited to removable media, maintenance kits and other supplies, as well as user maintenance 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 Aruba for more information. If a consumable part is eligible for coverage, as determined by Aruba, call-to-repair time commitments and on-site response times do not apply to repair or replacement of the covered consumable part.

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, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.

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 Customer. Aruba will work with the Customer to recommend a replacement.

SERVICE ELIGIBILITY

Foundation Care Next Business Day Exchange must be purchased for each Aruba Networking product in the Customer's environment that requires this level of support.

To be eligible to purchase this service for Aruba networking products, the Customer must be properly licensed to use a currently supported revision of the software at the time the support agreement coverage begins; otherwise, additional charges may be applied to bring the Customer into service eligibility.

PREREQUISITES, CUSTOMER RESPONSIBILITIES, AND SERVICE LIMITATIONS

If the 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, then the Customer must also have, if available, an active Foundation Care for Aruba support agreement for that product to receive, download, install, and use related firmware updates. Aruba will provide, install, or assist the Customer with the installation of firmware updates as previously described in this document only if the 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 the original Aruba software license terms.

The Customer must retain and provide to Aruba upon request all original software licenses, upgrade license agreements, and license keys.

If the Customer does not act upon the specified Customer responsibilities, at Aruba's discretion, Aruba or the Aruba 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 material rates.

The Customer must provide accurate and complete information in a timely manner as required for Aruba to perform the services. The Customer must also provide accurate and complete shipping information in a timely manner as required by Aruba to deliver the replacement product.

In addition, the Customer will:

- Take responsibility for registering to use the Aruba or third-party vendor's electronic facility in order to access knowledge databases, to obtain product information; Aruba will provide registration information to the Customer, as required; additionally, for certain products, the Customer may be required to accept vendor-specific terms for use of the electronic facility
- Retain, and provide to Aruba upon request, all original software licenses, license agreements, license keys, and

subscription service registration information, as applicable for this service

- Take responsibility for acting upon software product updates and obsolescence notifications received from the Aruba Support Portal or Aruba Support Center
- Be responsible for all data backup and restore operations
- Adhere to the licensing terms and conditions as stated by the original software manufacturer or sales agent
- Use all software products in accordance with current Aruba software licensing terms corresponding to the 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

The Customer must ship the defective product or parts to Aruba within five (5) business days of receipt of the replacement product or part and must obtain a prepaid insurance receipt, which should be retained by the Customer as proof of shipment to Aruba. If the defective product or part is not received by Aruba within 10 business days of the Customer's receipt of the replacement product, the Customer will be charged the replacement product's list price.

HARDWARE ON-SITE SUPPORT

An on-site response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described herein.

For technical hardware issues that cannot, in Aruba's judgment, be resolved remotely, an Aruba authorized representative may provide on-site technical support on covered hardware products to return them to operating condition. For certain products, Aruba 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 Aruba.

In cases where parts or replacement products are shipped to resolve a case, the Customer is responsible for returning the defective part or product within a time period designated by Aruba. In the event that the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the Aruba list price for the replacement part or product, as determined by Aruba.

If you agree to the recommended CSR and a CSR part is provided to return the system to operating condition, the on-site service level shall not apply. In such cases, it is Aruba's practice to express ship to your location the CSR parts that are critical to the product's operation.

Not all components will have available replacements in all countries due to local support capabilities.

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

The Customer agrees to pay additional charges if the Customer requests that Aruba install Customer-installable firmware or 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 Aruba and the Customer.

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 Aruba 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 Aruba Media Sanitization Policy and Media Handling Policy for Healthcare Customers, go to hpe.com/mediahandling.

HARDWARE CALL-TO-REPAIR

For hardware call-to-repair time commitments, Aruba requires that you install and operate the appropriate Aruba remote support solution, with a secure connection to Aruba, in order to enable the delivery of the service. Please contact a local Aruba representative for further details on requirements, specifications, and exclusions. If you do not deploy the appropriate Aruba remote support solution, Aruba may not be able to provide the service as defined and is not obligated to do so. Additional charges will be applied for on-site installation of noncustomer-installable firmware if you do not deploy the appropriate Aruba remote support solution in cases where recommended and available. Installation of Customer-installable firmware is your responsibility.

Aruba, at its sole discretion, may require an audit on the covered products. If such an audit is required, an Aruba authorized representative will contact you, and you will agree to arrange for an audit to be performed within the initial 30-day time frame. At the sole discretion of Aruba, the audit may be performed on-site, via remote system access, via remote audit tools, or over the phone. If an audit is required by Aruba, it will take 30 days from the time this service is purchased to set up and perform the audits and processes that must be completed before the hardware call-to-repair time commitment can be put into effect. The hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. Until such time, service for the covered hardware will be delivered at a 4-hour on-site response time service level.

In addition, HPE reserves the right to downgrade service to an on-site response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified time frame, unless the delay is caused by HPE. The hardware repair time may vary for specific products.

Aruba reserves the right to modify the call-to-repair time commitment as it applies to your specific product configuration, location, and environment. This is established at the time of the support agreement order and is subject to resource availability.

The hardware call-to-repair time commitment is subject to you providing immediate and unrestricted access to the system, as requested by Aruba. The call-to-repair time commitment does not apply when system access, including physical, remote troubleshooting, and hardware diagnostic assessments, is delayed or denied. If you request scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

A hardware call-to-repair time commitment does not apply to software products or when you choose to have HPE prolong diagnosis rather than execute recommended recovery procedures.

The hardware call-to-repair time commitments and on-site response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.

The following activities or situations will suspend the hardware call-to-repair time calculation (if applicable) until they are completed or resolved:

- Any Customer or third-party action or inaction impacting the repair process
- Any automated or manual recovery processes triggered by a hardware malfunction, such as disk mechanism rebuild, sparing procedures, or data integrity protection measures

- Any other activities not specific to the hardware repair but which are required to verify that the hardware malfunction has been corrected, such as rebooting the operating system

DEFECTIVE MEDIA RETENTION AND COMPREHENSIVE DEFECTIVE MATERIAL RETENTION

The defective media retention and comprehensive defective material retention service feature options apply only to eligible data retentive components replaced by Aruba due to malfunction. They do not apply to any exchange of data retentive components that have not failed.

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

Defective media retention service and comprehensive defective material retention service coverage for options designated by Aruba as requiring separate coverage, if available, must be configured and purchased separately.

Failure rates on these components are constantly monitored, and Aruba reserves the right to cancel this service with 30 days' notice if Aruba reasonably believes that you are overusing the defective media retention or comprehensive defective material retention service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

If you choose to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature options, it is your responsibility to:

- Retain covered data retentive components that are replaced during support delivery by Aruba
- Ensure that any Customer sensitive data on the retained component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component, accept the replacement component, provide Aruba with identification information such as the serial number for each component retained hereunder, and, upon Aruba request, execute a document provided by Aruba acknowledging the retention of the data retentive component
- 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 Aruba to you as loaned, rented, or leased products, you will promptly return the replacement components at the expiration or termination of support with Aruba. You will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to Aruba, and Aruba shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such components.

SOFTWARE SUPPORT

Software updates are not available for all software products. For some products, software updates include only minor improved features. New software versions must be purchased separately.

When Software support is purchased, it must be for the same service coverage (or higher) as the base product and for each system, processor, processor core, or end user in the Customer's environment that will require support.

The Customer will:

- Take responsibility for registering to use the Aruba or third-party vendor's electronic facility in order to access knowledge databases or to obtain product information. Aruba will provide registration information to the Customer, as required; additionally, for certain products, the Customer may be required to accept vendor-specific terms for use of the electronic facility.
- Retain, and provide to Aruba upon request, all original software licenses, license agreements, license keys, and subscription service registration information.
- Take responsibility for acting upon software product updates and obsolescence notifications received from the Aruba Technical Assistance Center.
- Use all software products in accordance with current Aruba software licensing terms corresponding to the 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 or made available for such software updates provided under this service.

GENERAL PROVISIONS AND EXCLUSIONS

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

At the discretion of Aruba, service will be provided using a combination of remote diagnosis and support, services delivered on-site, and other service delivery methods. Other service delivery methods may include the delivery via a courier of Customer-replaceable parts such as certain hard disk drives, and other parts classified by Aruba as CSR parts, or an entire replacement product. Aruba will determine the appropriate delivery method required to provide effective and timely Customer support and meet the call-to-repair time commitment, if applicable.

You must have rightfully acquired the license for any underlying firmware that will be covered under these services.

Aruba retains the right to determine the final resolution of all incidents.

Aruba may utilize authorized service delivery partners in certain countries where Aruba does not have a direct, local presence. Any specified on-site response times or provision of CSR parts is subject to local parts availability at the country level.

Coverage for eligible multivendor systems is limited to all standard vendor-supplied internal components.

Aruba reserves the right to charge, on a time and materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer.

This service provides telephone advice. Further actions by the Customer might be required to resolve a problem.

CUSTOMER RESPONSIBILITIES

If required by Aruba, the Customer or Aruba authorized representative must activate the hardware product to be supported within 10 days of purchase of this service, using the registration instructions within the documentation provided by Aruba, or as otherwise directed by Aruba. In the event that a covered product changes location, activation and registration (or proper adjustment to existing Aruba registration) is to occur within 10 days of the change.

The Customer is responsible for removing devices that are blocked from physical access and ensuring any covered devices are directly accessible without the use of additional tools or equipment and do not expose the Aruba authorized representative to a potential health or safety hazard in order to perform the services. The Customer must ensure the covered device(s) are fully and freely accessible to the Aruba authorized representative without any hindrance whatsoever prior to the delivery of the service.

Remote Support: Upon Aruba request, you will be required to support Aruba's remote case resolution efforts. You will:

- Start self-tests and install and run other diagnostic tools and programs
- Install Customer-installable software and firmware updates and patches
- Run data collection "scripts" on behalf of Aruba when they cannot be initiated from Aruba remote support technology
- Provide all information necessary for Aruba to deliver timely and professional remote support and to enable Aruba to determine the level of support eligibility
- Perform other reasonable activities to help Aruba identify or resolve cases, as requested by Aruba

ORDERING INFORMATION

For products containing individually sold and supported units or options, all individually sold and supported units or options must be on contract and at the same service level as the base product if that service level is available on those units or options.

When Software support is purchased, it must be for the same service coverage (or higher) as the base product and for each system, processor, processor core, or end user in the Customer's environment that will require support.

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 Foundation Care support, contact a local Aruba sales representative or Aruba reseller.

FOR MORE INFORMATION

For more information on Foundation Care for Aruba or other services, contact any of our worldwide sales offices or visit the following website: <https://www.arubanetworks.com/support-services/>.



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