

Hardware Maintenance Plan for Intel® Hybrid Cloud Compliant Server

Purpose and Overview

The purpose of this Hardware Maintenance Plan is to detail the services Arrow Electronics, Inc. (“Arrow”) will provide to support the Intel® Hybrid Cloud Compliant Server Product (Product) in accordance terms will be offered to Customer in this document, which will accompany the Product when it is sold to the Customer.

Definitions

1. **Annual Maintenance Charge (“AMC”)** – means the fixed annual charge for Service.
2. **Component** – means the parts for the Product build of material as set forth on Schedule A.
3. **Customer** – means the business customer receiving the Services described in this Plan.
4. **Customer Replaceable Unit (“CRU”)** – means a Product module, board or part that can be replaced “by the Customer” to effect a repair. A CRU is not a component level part.
5. **Customer Service Engineer (“CSE”)** – means Arrow’s Customer Service Engineer (“CSE”) performing on site Services.
6. **Engineering Change Order (“ECO”)** – means an OEM-specified modification of the Product or the firmware on the Product.
7. **Product** – means the Intel® Hybrid Cloud compliant Server Part and its bill of materials as set forth on Schedule A hereto.
8. **Component List** – means the list of Components listed on Schedule 1 hereto. The current Component List is maintained electronically and includes Components that have been added and deleted since the Start Date and any associated price changes.
9. **Field Replaceable Unit (“FRU”)** – means a module, board or part that can be replaced “in the field” in Product to affect a repair. A FRU is not a Component level part.
10. **Normal Working Hours** – means the period of nine (9) consecutive hours between the hours of 8:00 A.M and 5:00 P.M. daily, local time, (Monday through Friday), except holidays. Normal Working Hours shall be the local time where the Product is located.
11. **On Site Maintenance (“OSM”)** – means on-site hardware maintenance service.
12. **On Site Response Time** – means the elapsed time from the opening of a call in the call management system until a CSE arrives on site, measured in PPM hours.
13. **Original Equipment Manufacturer (“OEM”)** – means Intel.
14. **Principal Period of Maintenance (“PPM”)** – The period of time during which Arrow is contracted to perform services at Customer’s location. The PPM may vary by Product type.

15. **Replacement Parts** – means replacement modules, subassemblies, boards, components and all related hardware and materials required to return Product to good working order.
16. **Repair Specifications** – means technical documents, drawings, prints, or written descriptions that define the engineering, quality, performance, reliability, and other technical requirements of the Product and Components.
17. **Service** – means the Services as set forth on Schedule A hereto.
18. **Service Level Agreement (“SLA”)** - An agreed percentage of service events that must meet the performance metrics specified in the Plan.
19. **Service Location** – One of the geographic locations listed in a current version of the Arrow’s Service Locations Appendix.
20. **Single Point of Contact (“SPOC”)** – An individual assigned by one or more lines of business to act as the primary contact person for communications between the Arrow and that line of business.
21. **Start Date** – The mutually agreed day upon which a specific Service described in this Plan begins. The various categories of Service may have different Start Dates. In all cases, the Start Date must be no earlier than the date of Execution of this Plan.
22. **Termination Date**- The mutually agreed day upon which a specific Service described in the Plan ends. The various categories of Service may have different Termination Dates.
23. **Time & Material (“T&M”)** – A method of charging by the hour for labor and for parts and supplies used in performing Services.

Product

CCP33-SHI/HYBRIDCLOUD

Serviceable Areas

Services are available within 50 (fifty) miles of the Service Locations as listed in Appendix A. On-site service delivered in areas beyond 50 miles is subject to extra charges for travel and may be subject to SLA relief. On-site service delivered in areas beyond 100 miles may be subcontracted at a different rate or may be subject to T&M including travel.

Hours of Service - PPM

The hours of service or PPM for Services are specified in the Schedule for each individual Service and / or in the Equipment List attached to this Plan. Unless otherwise specified, all service hours exclude the legal holidays that are observed by Arrow’s subcontracted field services provider(s).

Reporting

Intel or Customer may request and Arrow will supply a standard set of reports on a standard frequency for each Service provided under this Plan. Standard reports will include Service calls initiated, completed and outstanding, number of Services on a specific Component.

Warranty Terms

Arrow warrants that Equipment that is repaired by Arrow hereunder shall be free of defects in workmanship for a period of ninety (90) days from date of repair completion. All Components that are repaired on a Time and Materials basis or on a Per Incident basis shall be free of defects in workmanship and parts for a period of thirty (30) days from date of repair completion.

This warranty covers only the parts replaced from Arrow or Arrow's field services subcontractor-owned inventory and the elements of the Component or Product repaired by Arrow; it does not apply to other parts or elements that were not involved in the initial repair, nor does it apply to software.

Arrow warrants that installations, moves, adds, and changes performed by its technicians shall be free from defects in workmanship for a period of thirty (30) days from the date of the completion of the Service. This warranty covers only the quality of the workmanship to perform the Service(s) and does not cover Components or software failures.

For any breach of the foregoing warranties, Arrow shall use reasonably commercial efforts to promptly resolve such nonconformance at no charge to Customer. Arrow warranties do not extend to situations where the Components or Products covered by the Services were, in Arrow's reasonable opinion, subjected to misuse or abuse, improper storage or maintenance, accident, fire, flood, lightning, or other catastrophic causes, negligence, corrosive environmental conditions, excessive electrical current, improper handling, or inadequate packaging, or to Products or Components that have been modified in any way or have been integrated or combined with any other materials, including software and hardware. Additionally, Arrow shall have no obligation or liability if the Products or Components are used or placed in an unsuitable physical or operating environment or have been improperly serviced by anyone other than Arrow or Arrow's subcontracted field services provider(s).

The warranties set forth above are exclusive and in lieu of all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and against infringement.

Exclusions

Items specifically excluded and outside the scope of this Plan include the following:

- a. Design or development that is best handled by a consultant.
- b. Product suitability comparisons.
- c. Systems or application programming
- d. Reconstruction of Customer data on internal or removable storage media.
- e. Equipment systems engineering and configuration services other than covered microcode updates and engineering changes.
- f. Assurance of uninterrupted operation of Arrow's Equipment.
- g. Providing equipment, cables, and/or parts not specifically mentioned in this Plan or attached Schedule.
- h. Warranty for third party products or services.

- i. In-wall, in-ceiling or under floor cabling or electrical work not specifically described in this Plan or attached Schedule.
- j. Customer orientation or training not specifically described in this Plan or attached Schedule.
- a. Unless specifically mentioned in this Plan, Service does not cover accessories or Customer supplied items, such as most batteries, platens, print heads, printer ribbons, toner cartridges, ink cartridges, certain fuser kits, imaging drum/belt kits, transfer drum/belt kits, filters, removable storage media, paper, mouse pads, missing parts, other consumable supplies which are Customer's responsibility.
- b. Unless specifically mentioned in this Plan, Services do not cover external electrical work, repair of Equipment damage due to use other than specified by OEM or increase in service time caused by misuse, accident, fire, flood, lightning, or other catastrophic causes, or due to modification, unsuitable physical or operating environment, and/or improper service by someone other than Arrow.

Service in Residences

All requests for the Services to be provided in a residential environment such as a "home office" must include the name, the residential address, and telephone number of an adult 18 years of age or older who is authorized to supervise service at the residence ("Authorized Adult".)

Service will be scheduled for a time when the Authorized Adult agrees to be present. The technician may not enter or remain in the residence without the Authorized Adult.

If the Authorized Adult is not present at the residence at the scheduled time, the CSE will wait 10 minutes for the Authorized Adult to arrive. If the Authorized Adult does not arrive, then the CSE will leave a note with the date and time service was attempted and a travel charge will apply.

If, at any time during the service call, the CSE is uncomfortable with the circumstances surrounding the service call at the residential location, he/she may leave the premises and must then notify a supervisor, SPOC or Program Manager of the circumstances.

Out of Scope Services

If Service(s) are requested by Customer and supplied by Arrow that are outside the scope of this Plan, they quoted to Customer and if Customer issues a PO for such Services they shall be invoiced on a Time and Materials basis with a two-hour minimum, including mileage charges and applicable expenses incurred in connection with such Service(s).

Any Service that includes a physical connection by Arrow of the Product to the Internet assumes that the Customer already has access to an active dialup or broadband portal provided by an Internet service provider ("ISP"). Arrow does not provide ISP services.

Schedule A to the Statement of Work On Site Maintenance (“OSM”) Service

Purpose

This Schedule describes the specific On Site Maintenance Service(s) including process and procedure that Arrow will provide as part of the Annual Maintenance for Intel® Hybrid Cloud compliant Server Plan, of which this Schedule A is made a part of. Definitions, terms and conditions described in both the Plan and the Schedule A apply.

Term

The Start Date for the Service(s) in this Schedule is effective 30 days after shipment of the Intel® Hybrid Cloud compliant Server by Arrow and extends for a period of thirty-six (36) months (Termination Date). Upon the Termination Date, Customer will be provided option of extending the Service term on a year-to-year basis upon receipt of Purchase Order to Arrow based on receipt of a maintenance term extension quote from Arrow.

Definitions for OSM Service

Annual Maintenance Charge (“AMC”) – means the fixed annual charge for Service(s) performed or for each Product.

On Site Response Time – means the elapsed time from the opening of a call in Arrow’s management system until a CSE arrives on site, measured in PPM hours.

Principal Period of Maintenance (“PPM”) – means the period of time during which Arrow is contracted to perform services at Customer’s location. The PPM may vary by Equipment type and begins thirty (30) days after Product shipment to the Customer.

Services Performed

The type of Service to be provided is on-site break fix, which includes labor and parts.

OSM Service Coverage Hours, Response Times, and SLAs

Hours of Coverage	Response Times	SLA	Availability
Seven (7) days a week, twenty-four (24) hours a day, including national holidays.	Four (4) hour on-site response	Not Applicable	Service is available within 50 miles of a Arrow Service Point
Seven (7) days a week, twenty-four (24) hours a day, including national holidays.	Eight (8) hour on-site response	Not Applicable	Service is available within 75 miles of a Arrow Service Point
Seven (7) days a week, twenty-four (24) hours a day, including national holidays.	Next Business Day (“NBD”) hour on-site response	Not Applicable	Service is available within 100 miles of a Arrow Service Point

Service point locations are attached as Appendix A hereto.

On Site Maintenance Service Scope

Service is provided in order to keep Product in, or return Product to, good working order. Service does not assure uninterrupted operation of Product or Customer's network. Arrow will provide all necessary elements to maintain the Components in good electrical, mechanical, and operating condition. These elements include, skilled personnel, maintenance parts and supplies, tools, test equipment, transportation, and related services.

Service includes unscheduled remedial maintenance and scheduled preventative maintenance based upon the specific needs of the individual Component of the Product. Customers shall initiate each request for remedial maintenance by opening a service request with Arrow and providing to Arrow the Equipment model and serial number description of the problem and contact information. Remedial maintenance shall be considered completed when the Product or Component has been restored. Service includes the replacement of Components, as Arrow deems necessary. Preventative maintenance service, if applicable, will be performed by Arrow as part of a remedial maintenance call or, for certain high availability Products or Components at a mutually agreeable time during Normal Working Hours only.

Reconditioning Equipment End of Service Life

If in Arrow's reasonable opinion, a Component is no longer capable of being maintained in good operating condition through normal field repair, Arrow will provide Customer with a written request to have the Component reconditioned or Arrow will recommend a replacement Component. Component reconditioning or replacement will be at the Customer's expense. If Customer does not have the Product or Component reconditioned or if reconditioning is impractical due to the age or parts availability, then ninety (90) days after the request date, Arrow will notify the Customer that the Component can no longer be supported and Arrow will delete Component from the Component List. Once deleted from the Component List, the Component may be maintained only on a T&M basis.

Equipment Inspection and Movement

Arrow may perform an inspection before its assumption of Service responsibility on any previously deployed Intel® Hybrid Cloud compliant Server products. This inspection is to determine if the Product or Component qualifies for Service under this Plan and will be performed at no cost to Customer. Customer shall be responsible for correcting any outstanding deficiencies found during such inspection prior to acceptance by Arrow.

Upon prior written notice to Arrow, Customer may move any Product from one location to another and Arrow will continue to maintain the Product provided: that the new location is within 50 miles of a Point of Service, training has been completed in the new location, and

- the Product is installed by Arrow ; or
- Arrow has conducted an inspection after the Product installation at the new location and has accepted the Product for Service.

If, in Arrow's opinion, the Product or Component does not qualify for Service under this Plan, Arrow may charge Customer for the cost of the inspection.

In the event that the CSE cannot complete a timely repair, Arrow will execute a call escalation procedure.

Customer can initiate an escalation by contacting the dispatch group and providing the call number for the incident that requires escalation.

Installation and Control of Engineering Changes & BIN File Changes

Under all circumstances, Customer is responsible for assuring the Arrow has access to the necessary engineering and safety change(s) required by Intel or Customer at no cost to the Arrow.

As part of Service, Arrow will control and install all engineering changes or applicable hardware or firmware change orders which it deems necessary on Product. Such changes or change orders shall include those that have an immediate effect on the operation or safety of the contracted configuration or Customer's current application.

Arrow will control and install, without charge, all safety changes it deems necessary. If Customer refuses to permit installation of a safety or mandatory change, or if Customer removes an installed safety change, Arrow may discontinue providing Services until the hazard has been corrected.

Exclusions

The following are excluded from OSM Service:

- c. Systems engineering, programming, reinstallation of Customer's operating system or application software, or operational procedures of any sort.
- d. Product relocation, site preparation, setup, installation, moves, adds or changes;
- e. Painting, refinishing, overhauling or rebuilding the Products or supplying materials for that purpose
- f. The replacement of maintenance parts such as cathode ray tubes is limited to failure of such parts, and does not include such occurrences as burnt phosphor of the CRT screen.
- g. Adjustment, repair or parts replacement required because of abuse, accident, neglect, misuse, improper programming, failure or fluctuation of electrical power, air conditioning, natural disaster, vandalism, accident or causes other than normal use or because the Equipment has been modified, serviced or repaired or attempts have been made to do so by personnel other than those authorized by Arrow.
- h. Service due to usage in an improper environment, in excess of Components duty cycle or due to causes other than normal wear and tear;
- i. Resolution of problems external to the Product including but not limited to telephone lines, modems, cabling and electrical power.

Pricing for OSM Service

Arrow will set the price and invoice the Customer or other designated Intel partner directly for the Services. Billing is for the initial term of Services and Arrow may change it prices upon sixty (60) days prior notice to Customer or other designated Intel partner.

Other Attachments for OSM Service

Appendix A – Field Service Locations

APPENDIX A - Field Service Locations

City	State	Zip Code
ANCHORAGE	AK	99522
BIRMINGHAM	AL	35209
HUNTSVILLE	AL	35816
FT SMITH	AR	72903
N LITTLE ROCK	AR	72113
PHOENIX	AZ	85034
TUCSON	AZ	85711
BRAWLEY	CA	92227
HAYWARD	CA	94545
LOS ANGELES	CA	90021
SACRAMENTO	CA	95691
SAN DIEGO	CA	92131
SAN FRANCISCO	CA	94105
SANTA FE SPRG	CA	90670
VAN NUYS	CA	91406
COMMERCE CITY	CO	80022
DENVER	CO	80239
DANBURY	CT	06811
DEEP RIVER	CT	06417
EAST HAVEN	CT	06512
HARTFORD	CT	06114
NORT HAVEN	CT	06473
NORWALK	CT	06854
PROSPECT	CT	06712
SHELTON	CT	06484
STRATFORD	CT	06615
WALLINGFORD	CT	06492
WATERBURY	CT	06708
WINDSOR LOCKS	CT	06096

WASHINGTON	DC	20036
DAYTONA BEACH	FL	32114
GAINSVILLE	FL	32609
JACKSONVILLE	FL	32256
MIAMI	FL	33122
MIRAMAR	FL	33025
ORLANDO	FL	32824
TALLAHASSEE	FL	32309
TAMPA	FL	33634
W. PALM BEACH	FL	33409
ATLANTA	GA	30303
MACON	GA	31201
MOULTRIE	GA	31768
NORCROSS	GA	30093
HONOLULU	HI	96819
BETTENDORF	IA	52722
DES MOINES	IA	50321
BOISE	ID	83713
IDAHO FALLS	ID	83401
ARLINGTON HTS	IL	60004
BATAVIA	IL	60510
CHICAGO	IL	60601
ELMWOOD PARK	IL	60707
EVANSTON	IL	60201
GLENVIEW	IL	60025
LANSING	IL	60438
LINCOLNWOOD	IL	60646
MATTESON	IL	60443
MIDLOTHIAN	IL	60445
MOLINE	IL	61265
NORRIDGE	IL	60634

NORTHBROOK	IL	60062
OAK LAWN	IL	60453
SKOKIE	IL	60077
SOUTH HOLLAND	IL	60473
WOODRIDGE	IL	60517
EVANSVILLE	IN	47715
FT. WAYNE	IN	46825
HUNTINGBURG	IN	47542
JEFFERSONVILL	IN	47130
MERRILLVILLE	IN	46410
SOUTH BEND	IN	46635
KANSAS CITY	KS	66118
OVERLAND PARK	KS	66223
TOPEKA	KS	66605
WICHITA	KS	67212
LEXINGTON	KY	40510
LOUISVILLE	KY	40213
HARAHAN	LA	70123
NEW ORLEANS	LA	70121
SHREVEPORT	LA	71107
ARLINGTON	MA	02476
BOSTON	MA	02127
NORTHBORO	MA	01532
PITTSFIELD	MA	01201
SHREWSBURY	MA	01545
WEYMOUTH	MA	02188
JESSUP	MD	20794
UPERMARLBORO	MD	20772
DURHAM	ME	04222
SOUTH PORTLAN	ME	04106
DETROIT	MI	48205
GRAND RAPIDS	MI	49503
LANSING	MI	48906

ROCHESTER HLS	MI	48306
WYOMING	MI	49548
MINNEAPOLIS	MN	55414
RICHFIELD	MN	55423
ROCHESTER	MN	55902
EARTH CITY	MO	63045
JOPLIN	MO	64804
KANSAS CITY	MO	64129
SPRINGFIELD	MO	65803
ST LOUIS	MO	63106
ASHEVILLE	NC	28806
CHARLOTTE	NC	28217
DURHAM	NC	27703
GREENSBORO	NC	27410
RALEIGH	NC	27616
FARGO	ND	58102
NORTH PLATTE	NE	69101
OMAHA	NE	68117
NASHUA	NH	03063
BRANCHVILLE	NJ	07890
EDISON	NJ	08837
ELIZABETH	NJ	07206
FLORHAM PARK	NJ	07932
FORT LEE	NJ	07024
HAMILTON	NJ	08619
HILLSDALE	NJ	07642
LAKEWOOD	NJ	08701
LAWNSIDE	NJ	08045
MILLINGTON	NJ	07946
MOUNT OLIVE	NJ	07828
NEWARK	NJ	07114
PARSIPPANY	NJ	07054
RAMSEY	NJ	07446

SECAUCUS	NJ	07094
SO,PLAINFIELD	NJ	08810
TEANECK	NJ	07666
WEEHAWKEN	NJ	07086
LAS VEGAS	NV	89120
ALBANY	NY	12203
BINGHAMTON	NY	13902
BROOKLYN	NY	11220
BUFFALO	NY	14207
CALVERTON	NY	11933
CICERO	NY	13039
E. SYRACUSE	NY	13057
ELMSFORD	NY	10523
FARMINGDALE	NY	11735
FLUSHING	NY	11358
GARDEN CITY	NY	11530
GOSHEN	NY	10924
HICKSVILLE	NY	11801
HOPEWELL JCT	NY	12533
HORSEHEADS	NY	14845
INWOOD	NY	11096
JAMAICA	NY	11430
LAKE SUCCESS	NY	11042
LONG ISLAND C	NY	11101
MASPETH	NY	11378
MEDFORD	NY	11763
MIDDLETOWN	NY	10940
N. SYRACUSE	NY	13212
NEW YORK	NY	10017
NEWBURGH	NY	12550
OSSINING	NY	10562
QUEENSBURY	NY	12804
RONKONKOMA	NY	11779

ROCHESTER	NY	14624
ROME	NY	13440
STATEN ISLAND	NY	10302
UNIONDALE	NY	11553
WOODSIDE	NY	11377
YONKERS	NY	10704
BEAVERCREEK	OH	45440
CANTON	OH	44706
CINCINNATI	OH	45241
COLUMBUS	OH	43219
DAYTON	OH	45404
FINDLAY	OH	45840
LIMA	OH	45804
MAUMEE	OH	43537
RICHFIELD	OH	44286
STRONGSVILLE	OH	44136
TOLEDO	OH	43615
VANDALIA	OH	45377
WILMINGTON	OH	45177
ZANESVILLE	OH	43701
OKLAHOMA CITY	OK	73127
TULSA	OK	74146
PORTLAND	OR	97210
BETHLEHEM	PA	18017
HARRISBURG	PA	17102
PHILADELPHIA	PA	19125
PITTSBURGH	PA	15201
READING	PA	19601
SPRING CITY	PA	19475
HATO REY	PR	00918
JOHNSTON	RI	02919
PASCOAG	RI	02859
ANDERSON	SC	29625

COLUMBIA	SC	29210
RAPID CITY	SD	57701
SIOUX FALLS	SD	57104
CHATTANOOGA	TN	37421
KNOXVILLE	TN	37923
MEMPHIS	TN	38103
NASHVILLE	TN	37207
AUSTIN	TX	78752
CARROLLTON	TX	75006
FT.WORTH	TX	76137
HOUSTON	TX	77092
SAN ANTONIO	TX	78216
SALT LAKE CTY	UT	84115
ALEXANDRIA	VA	22304
CHARLOTESVILL	VA	22901
GLENN ALLEN	VA	23060
GOOCHLAND	VA	23063
NEWPORT NEWS	VA	23601
NORFOLK	VA	23455
RICHMOND	VA	23227
ROANOKE	VA	24012
SPRINGFIELD	VA	22151
WOODBIDGE	VA	22193
BRANDON	VT	05733
ST JOHNSBURY	VT	05819
WILLISTON	VT	05495
BELLEVUE	WA	98005
Seattle	WA	98104
SPOKANE	WA	99218
EAU CLAIRE	WI	54703
LA CROSSE	WI	54601
MILWAUKEE	WI	53224
WAUSAU	WI	54401

BARBOURSVILLE	WV	25504
CHARLESTON	WV	25311
CLARKSBURG	WV	26301
HUNTINGTON	WV	25701
NITRO	WV	25143