



SPECIFIC CONDITIONS I9 – GREENLAKE SERVICES

These Specific Conditions govern the GreenLake Services that may be provided by the Company under a Contract, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms and Conditions for the Supply of Products and/or Services (the “Conditions”), which shall be deemed to be incorporated into the Contract for the performance of any GreenLake Services provided under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- “Direct Agreement” means the agreement between the Customer and the Vendor in the event that the Company elects to novate the Contract pursuant to paragraph 8 of these Specific Conditions;
 - “Distributor” means the authorised third party from whom the Company purchases the Vendor’s products;
 - “GreenLake Services” means the Services provided in accordance with these Specific Conditions;
 - “HPE aaS Commercial Terms” means the terms which can be found at: [HPE aaS Commercial Terms](#);
 - “HPE Documents” means the following documents which, where applicable, are incorporated into these Specific Conditions by reference and form part of this Contract: (a) HPE aaS Commercial Terms; (b) HPE GreenLake Commercial Terms for Select Solutions; (c) HPE Hybrid & Private Cloud Solution-Specific Commercial Terms; and (d) SoW;
 - “HPE GreenLake Commercial Terms for Select Solutions” means the terms which can be found at: [HPE GreenLake Commercial Terms for select solutions](#);
 - “HPE Hybrid & Private Cloud Solution-Specific Commercial Terms” means the terms which can be found at: [HPE Hybrid & Private Cloud Solution-Specific Commercial Terms](#);
 - “Hybrid & Private Cloud Integrated Quote” means the limited scope statement of work that will be issued to the Customer where it purchases Hybrid & Private Cloud Solutions from the Company;
 - “Hybrid & Private Cloud Solutions” means any of the solutions covered by the HPE Hybrid & Private Cloud Solution-Specific Commercial Terms;
 - “Integrated Quote” means either the Select Solutions Integrated Quote or the Hybrid & Private Cloud Integrated Quote which will be provided to the Customer where applicable;
 - “Order Form” means as defined in the Conditions where used in these Specific Conditions but shall have the meaning specified in paragraph 1.2 where used in the HPE Documents;
 - “Select Solutions” means any of the Solutions covered by the HPE Hybrid & Private Cloud Solution-Specific Commercial Terms;
 - “Select Solutions Integrated Quote” means the limited scope statement of work that will be issued to the Customer where it purchases any of the Select Solutions from the Company;
 - “Solutions” means any one or more of the individual solutions as set out in the: SoW; HPE GreenLake Commercial Terms for Select Solutions; or HPE Hybrid & Private Cloud Solution-Specific Commercial Terms; and
 - “SoW” means the Statement of Work for GreenLake Services which will be provided to the Customer where applicable.
- 1.2 For purposes of these Specific Conditions only, the below terms where used in the HPE Documents shall have the following meanings:
- “Agreement” means the Contract;
 - “Commitment period” means the Minimum Term;
 - “Customer” means the Customer;
 - “Order Form” means as defined in the HPE Documents only when it appears in the HPE Documents. For all other purposes it shall be as defined in paragraph 1.1 above;
 - “Purchaser” means the Customer;
 - “Reseller” means the Company;
 - “Seller” means the Company;
 - “Services” means the GreenLake Services; and
 - “Solution Material” or “legal quote” means either the SoW or Integrated Quote as appropriate.

1.3 Except as specifically provided in paragraph 1.2 above, all capitalised terms used in the HPE Documents shall have the meanings specified in the HPE Document in which they appear.

1.4 All other capitalised words used in these Specific Conditions, that are not defined in paragraphs 1.1 or 1.2, shall have the meanings stated in the Conditions.

2 ORDER OF PRECEDENCE

2.1 In the event of conflict or inconsistency between any of the documents that constitute this Contract and for the purposes of the GreenLake Services only, the following descending order of precedence shall apply:

- 2.1.1 Order Form;
- 2.1.2 SoW or Integrated Quote;
- 2.1.3 HPE GreenLake Commercial Terms for Select Solution or HPE Hybrid & Private Cloud Solution-Specific Commercial Terms (where applicable);
- 2.1.4 HPE aaS Commercial Terms;
- 2.1.5 these Specific Conditions; and
- 2.1.6 the Conditions.

3 COMMENCEMENT DATE

3.1 The Commencement Date of the GreenLake Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of GreenLake Services to the Customer.

4 MINIMUM TERM

4.1 The Minimum Term of the GreenLake Services is as set out in the Order Form.



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5 APPLICATION OF PROVISIONS

- 5.1 Where the Customer is provided with a SoW then neither the HPE GreenLake Commercial Terms for Select Solutions nor the HPE Hybrid and Private Cloud Solution-Specific Commercial Terms will be applicable.
- 5.2 Where the Customer is provided with a Select Solutions Integrated Quote, then the HPE GreenLake Commercial Terms for Select Solutions will be applicable.
- 5.3 Where the Customer is provided with a Hybrid & Private Cloud Integrated Quote then the HPE Hybrid & Private Cloud Solution-Specific Commercial Terms will be applicable.

6 CUSTOMER OBLIGATIONS

- 6.1 The Customer will:
 - 6.1.1 be responsible for obtaining and ensuring compliance with the terms of any software licence agreement for software run on the GreenLake Services and indemnify and hold the Company harmless against all claims, costs, damages or action arising as a result of any breach of such licence agreement and/or any infringement of any third party Intellectual Property Rights by the Customer or its End Users; and
 - 6.1.2 remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless expressly agreed otherwise in this Contract.

7 VENDOR CUSTOMER AGREEMENTS

- 7.1 The Customer acknowledges and agrees that in addition to the Contract, the Customer's purchase and use of the GreenLake Services is subject to the Customer's agreement of the HPE aaS Terms for Customers, available at the following link: [HPE aaS Terms for Customer](#). By entering into this Contract, the Customer simultaneously enters into and agrees to be bound by a separate binding agreement with the Vendor on the terms set out in the HPE aaS Terms for Customers. The Vendor may rely on The Contracts (Rights of Third Parties) Act 1999 and this Contract to enforce the HPE aaS Terms for Customers directly against the Customer.
- 7.2 The Customer further acknowledges and agrees that any data shared with the Vendor (either directly by the Customer; or by the Company in connection with the provision of the GreenLake Services) will be subject to the Vendor's service-specific Data Privacy and Security Agreements which is available at the following link: [Data Privacy Terms and Sub-processor Transparency | HPE](#).
- 7.3 In the event that the HPE aaS Terms for Customers agreement is terminated in accordance with its terms:
 - 7.3.1 by the Customer as a result of the Vendor's unremedied material breach then either party may terminate the GreenLake Services immediately by notice in writing to the other; or
 - 7.3.2 by the Vendor as a result of the Customer's unremedied material breach then the Company may terminate the GreenLake Services immediately on notice in writing to the Customer.

8 PAYMENT

- 8.1 The Charges for the GreenLake Services are as identified in the Order Form.
- 8.2 The pricing, billing and payment provisions for the GreenLake Services are as specified in the HPE Documents.

9 COMPANY INSOLVENCY

- 9.1 In the event that the Company suffers an insolvency or bankruptcy event, as specified in clause 12.3 of the Conditions, or the Customer terminates the Contract pursuant to clause 12.2 of the Conditions, the Vendor and the Distributor will work with the Customer to assist the Customer in procuring a substantially similar replacement service with the Vendor, Distributor, or another authorised Reseller.