HPE GREENLAKE STATEMENT OF WORK

About this Statement of Work

Seller: Purchaser:

Hewlett Packard Enterprise Company   **County of Pinellas**

Prepared by Maris Caldwell

Issue date: **July 14th, 2025**

Unless signed by both parties, this SOW and the prices herein will expire 30 days from the date of issue.

This HPE GreenLake Statement of Work ("SOW") is governed by the following terms in descending order of precedence:

1. The applicable Data Privacy and Security Agreement referenced in the applicable service description(s)

2. Customer purchase order (if applicable), excluding any Customer preprinted terms

3. This HPE SOW

4. HPE aaS Commercial Terms   https://www.hpe.com/psnow/doc/a50009055ENW

5. Service descriptions referenced in this SOW

6. HPE aaS Terms for Customers   https://www.hpe.com/psnow/doc/a50009054ENW

7. E&I Master Agreement #EI00462~2025MA

Non-Disclosure

The information (data) herein constitutes trade secrets and/or information that are commercial or financial and confidential. It is furnished in confidence with the understanding that it will not, without permission of the offeror, be used or disclosed for purposes other than those provided herein, unless otherwise required by law.

1. SOLUTION FOR COUNTY OF PINELLAS

- HPE is providing County of Pinellas with an HPE GreenLake Azure Local Solution that is inclusive of both HPE Managed and Professional Services for their datacenter in Clearwater, Florida.

2. ORDERING

2.1 Will Purchaser issue a purchase order?

• Yes

2.2 Order information

Purchase orders (if required) must reference the following information in order to be valid:

• **SOW ID:** OPE-0017900799
• **Description**: HPE GreenLake
• **Estimated year one contract value**: $974,369.21
• **Estimated total contract value**: $4,871,846.04

2.3 Addresses

Purchaser/Invoice address

County of Pinellas

315 Court St Rm 300

Clearwater, Florida 33756-5165

United States

3. DEFINITIONS AND ROUNDING

3.1 Definitions

Terms not defined herein are otherwise defined in the HPE aaS Terms for Customers and/or the HPE aaS Commercial Terms.

• **Allocated Memory:** The amount of random-access memory (RAM) that has been reserved or assigned to specific applications, virtual machines, or processes within an IT environment. It represents the portion of available memory resources allocated for various computing tasks. Usage is measured as the monthly average of memory allocated each day. Allocated Memory is also referred to as "Compute Unit" (1 Compute Unit = 1 GiB of Allocated Memory).

• **Azure Local:** Azure Local is the new name for Azure Stack HCI.

• **Billing Tiers:** A particular System or component of a System with unit pricing.

• **Coterminous:** The expiry of the Term of a System or System component added through a change order aligns with the end date of an existing System's Term.

• **Customer Readiness:** Customer's preparatory activities defined in the first paragraph of the Customer Readiness section of this document that are required for enabling delivery of System Startup Services by HPE.

• **Early Termination Fees:** Defined in section 6.3.3.

• **Estimated Customer Site Readiness Date:** The estimated date set forth in the Customer Readiness section of this document by when the Customer will fulfil and complete its Customer Readiness obligations.

• **GPU core hours:** Is measured as the sum of hours in which GPU is considered "in use". A GPU is considered "in use" if its maximum host memory usage within the hour is over a defined threshold (3%). The threshold is provided to allow for ignoring idle-state usage in GPU partitioning cases.

• **Installed Capacity:** The total Units of Measure represented by installed Systems.

• **Non-Coterminous:** The Term of a System or System component added through a change order has its own end date and does not align with the Term of an existing System.

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- **Requested Capacity:** Requested Capacity is the number of Units of Measure required over the term agreed to with the Customer. Requested Capacity may increase through the contract change management process documented in the Account Support Plan ("ASP").
- **Reserved Capacity:** The Commitment expressed as number of UOMs and a percentage of Requested Capacity.
- **Service(s):** The services, detailed in the Agreement, that HPE will perform for the Customer, including the provision of HPE intellectual property and Systems for Customer's access, if applicable.
- **System Startup Services:** System installation service and any other additional Service set forth in the System Startup Services section of this document that HPE will provide for System startup purposes, post-delivery of the System to Customer. For clarity, migration and knowledge transfer (training and enablement), are not part of System Startup Services.
- **System Term:** The Commitment period pertaining to a System.
- **Trigger Capacity:** The extent of Customer's usage triggering change order negotiations for adding more Buffer Capacity through the delivery and installation of new Systems.
- **Variable Capacity:** The amount of UOMs available for Pay per use usage in excess of the Reserved Capacity.

3.2 Rounding

Numbers resulting from metering of Services, as well as making calculations required by the Agreement may be rounded.

4. SOLUTION-SPECIFIC COMMERCIAL TERMS

4.1 HPE Greenlake Flex Solutions

4.1.1 Payment model

HPE GreenLake Flex Solutions Services are subject to the Subscription with a Pay per use option payment model as set out in section 5.3 of the HPE aaS Commercial Terms, however, both Subscription and Pay per use fees will be invoiced in arrears.

4.1.2 System Term start date and Service availability date

The System Term starts and Service is available upon the earlier of

- The Customer using the Systems, or

- HPE's notification of the completion of System Startup Services.

Any Service that is billed separately from Systems will be subject to its own Service availability date provided by HPE.

Any Service that is part of System Startup Services and is billed separately as a standalone Service, will be invoiced upon its completion.

4.1.3 Pricing

a) Fees

Purchaser will pay a Total Consumption Fee.

b) Calculating Fees

Total Consumption Fee is calculated by adding any Variable Usage Fee to the Reserved Capacity Fee. If a Variable Usage Fee is not applicable, the Total Consumption Fee is equal to the Reserved Capacity Fee.

Reserved Capacity Fee is calculated by adding together all applicable Reserved Rate Band Fees.

Reserved Rate Band is every rate band within which the total Reserve Capacity falls within.

Reserved Rate Band Fee is applicable per each Reserved Rate Band. The Reserved Rate Band Fee is calculated by multiplying the applicable Reserved Rate Band's UOM rate by the total number of Reserved Capacity UOMs in the Reserved Rate Band. If more than one Reserved Rate Band is applicable, the resulting amounts are added together.

Variable Usage Fee is calculated by multiplying UOMs consumed in excess of Reserved Capacity by the Consumption Variable Rate.

Consumption Variable Rate Band is the highest number Rate Band where the total Reserved Capacity falls i.e., it is the highest Rate Band which is not fully used up by Reserved Capacity.

Consumption Variable Rate is the rate identified in the Consumption Variable Rate Band.

HPE GreenLake Systems can be combined with Services that are subject to fixed recurring or non-recurring charges billable in accordance with section 6.3.1.

The Services may include third-party components identified in the BOM. HPE agrees to utilize reasonable commercial efforts to ensure the continued availability of such components or source alternatives when such components are no longer available. If a third-party component becomes unavailable with no viable alternative, the Service will be automatically adjusted, and HPE may adjust the pricing for the Service without such component.

4.1.4 Metering

a. Virtualization

Virtualized environments are measured in Allocated Memory (also called Compute Units) per hypervisor host for VMs that are powered on. This is computed as the monthly average of daily average of Allocated Memory for compute servers collected on hourly basis at the platform level for billing purposes.

b. HPE-provided software

For an HPE provided software product that is directly licensed to individual hardware devices or other variable/quantifiable condition, HPE platform will be updated monthly, with the number of HPE licenses used (for example, License per CPU).

For an HPE provided software product that is licensed at an environment wide level (for example, not dependent on the amount of hardware deployed or other variable/quantifiable condition), the charge would be fixed per month irrespective of usage.

4.1.5 Pricing in the case of metering issues

If daily usage data cannot be collected by the metering scripts for more than two calendar days (including delays in implementing or accessing the metering tools), HPE will send the Customer an email indicating that daily usage data cannot be gathered. The Customer will immediately assist HPE in resolving the problem.

a. If this issue continues for up to 30 days and

- Usage data has already been collected, then Seller will use the usage data from the day immediately preceding the failure for that 30-day period.

- No usage data has been collected, then Seller will use the mid-point between the Installed Capacity and the Reserved Capacity for that 30-day period.

b. If the issue continues beyond 30 days, one of the following will apply until the daily usage data issue is resolved:

- If the cause is attributable to the Customer, the billable amount will be equal to the Installed Capacity.

- If the cause is attributable to HPE, the billable amount will be equal to the Reserved Capacity.

- If the cause is due to unidentified or unforeseeable external factors (in other words, neither HPE nor Customer has directly contributed to the failure through action or inaction), the billable amount will be equal to the mid-point between the Installed Capacity and the Reserved Capacity.

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4.1.6 Price Adjustments

Where prices are calculated upon the Customer's estimated average growth per year through the System Term, Seller and Purchaser will negotiate equitable changes to the prices and fees in good faith if:

a. A material adverse change in Customer's financial or operating condition has occurred since the Agreement was signed,

b. Customer does not meet the annual growth rate assumption as stated herein

c. Any of the values in the HPE Managed Services pricing assumption table in this Agreement are exceeded by 10% or more at any time during the applicable System Term.

4.1.7 Additional Terms for HPE GreenLake Flex Solutions

4.1.7.1   Azure Local

Allocated Memory for Azure Stack HCI: Metering tool reports in any 24-hour period the maximum amount of memory allocated on each hypervisor host summed with the maximum amount of memory overhead consumed by the HA environment. Overhead will be included in charged usage.

As the metering script includes the overhead as usage, the Installed Capacity is reported as the total amount of physical memory.

HPE collects memory metrics from every 15 minutes to once an hour over a 24-hour reporting period.

The average of daily peak allocated, and associated memory overhead is invoiced each month.

Written raw GiB for Azure Stack HCI: The amount of raw storage needed to store customer written data and provide data redundancy. The level of overhead associated with data redundancy is a function of the redundancy level configured. Two-way mirroring will incur a storage efficiency of 50% (for example, for every 1 TB of data, at least 2 TB of storage capacity will be needed) while three-way mirroring will incur a storage efficiency of 33% (for example, for every 1 TB of data, at least 3 TB of storage capacity will be needed).

- Installed Capacity is reported as the total amount of raw capacity.
- The maximum usable capacity is the total raw capacity minus the formatted capacity of either 2 or 4 times the disk size used depending on the number of nodes present in the configuration.
- HPE collects storage metrics daily.
- Monthly billing will be based on the average of the daily values recorded in each sample.

Microsoft will also measure the use of Azure services by the Customer and report usage data to HPE when HPE is the CSP of record. Seller will bill the Purchaser for this usage in addition to the System Units of Measure.

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4.2 HPE Managed Services

HPE Managed Services provides remote infrastructure and application monitoring, management and optimization according to HPE best practice technology and service management principles and processes for the Customer's Supported Environment. The activities provided can be characterized by the following descriptions.

a. Monitoring: Basic monitoring, health checks, report generation, escalation of events

b. Operation: Standard remediation, incident management, change management, backup and restore,

c. Administration: Root cause analysis, problem management, performance, capacity and availability management, system provisioning, and installation

d. Advise and Optimize: Context-specific recommendations for improvement of the environment to better meet IT and business needs.

Service Design, Transition & Implementation	IT Service Management	Infrastructure Management	Security, Risk & Compliance Management
Installation	Event Management	DL Server Hardware	Managed Security
	Incident Management		
Joint Verification	Problem Management	Azure Stack HCI OS	Software Asset Management
	Change Management		
Design	Service Request Management	Azure Stack Cluster & Storage	Managed Backup
	Release Management		
Implementation	Configuration Management	Azure Stack Hypervisor	Managed Disaster Recovery
SLO/SLA Operations & Closure	Capacity Management	Aruba TOR Switches	Managed Compliance
	Availability Management		
Relationship Management			
Account Support Team	Governance & Escalation	Operational Support Plan	Service / System Reporting
Operational Security			

HPE Responsibility: ▮ Out of Scope: ▮

4.2.1 Monitoring, Operating and Administration Tasks

4.2.1.1   Server Management

- This section describes the activities that will be performed relating to Server Management services in the Supported Environment.
- HPE DL/ Alletra 4K Servers Services consist of the following activities.

Process Activities	Customer	HPE
Monitor health status and availability	I	A/R
Health status monitoring of Power supply/fans/Over Temperature	I	A/R
Health status monitoring of CPU/MEM/Disk drive failures	I	A/R
Backup of system configuration	I	A/R
Check log files on critical events	I	A/R
Scheduled tasks (Power down/up the server)	C	A/R
Add, remove, change ILO/OneView user accounts	C	A/R
Active Health System data collection	I	A/R
iLO IP address change	C	A/R
Check for new firmware revisions	I	A/R
Incident management and coordination with Break fix support teams	C	A/R
Configure UEFI system settings	I	A/R
Configure HPE Smart Array controller configuration using HPE SSA	I	A/R
Advise on new firmware revisions	I	A/R
Implement new firmware revisions	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

4.2.1.2   Storage Management – Azure Local Storage Direct

- This section describes the activities that will be performed relating to Storage Management services in the Supported Environment.
- Storage Direct services consist of the following activities.

Process Activities	Customer	HPE
Monitor health status and availability	I	A/R
Monitor available capacity (GB's)	I	A/R
Monitor system performance	C/I	A/R
Check log files on critical events	I	A/R
Address critical Incidents within the scope of HPE's responsibilities	I	A/R
Report availability	I	A/R
Report available capacity (GB's)	I	A/R
Report performance	I	A/R
Perform device configuration backup	I	A/R
Restore device configuration from backup	C/I	A/R
Check for new firmware releases	I	A/R
Address performance issues	C	A/R
Address performance incidents	A/C	R
Expand physical storage capacity (if GreenLake)	C/I	A/R
Add, remove, resize LUN	C/I	A/R
Configuration changes on Storage	C/I	A/R
Advise on new firmware releases	I	A/R
Implement new firmware releases	C/I	A/R
Install additional modules/components	C/I	A/R
Assigning storage to hosts	C/I	A/R
Raid group configuration	C/I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

4.2.1.3 Aruba Management

- This section describes the activities that will be performed relating to Aruba Management services in the Supported Environment.
- Aruba (Switch, Router and Firewall) Services consist of the following activities.

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Process Activities	Customer	HPE
Monitor health status and availability	I	A/R
Monitor physical network port utilization	I	A/R
Monitor network bandwidth utilization	I	A/R
Monitor WAN and internet bandwidth utilization	I	A/R
Monitor device resource (processor) utilization	I	A/R
Check log files on critical events	I	A/R
Address critical Incidents within the scope of HPE's responsibilities	I	A/R
Report availability	I	A/R
Report bandwidth utilization	C	A/R
Perform device configuration backup	C	A/R
Restore device configuration from backup	C	A/R
Creation of network device user accounts	A	R
Manage and update all Network environment documentation	C	A/R
Add, remove, change VLAN	C	A/R
Configuration changes of networking devices	C	A/R
Implement new firmware releases	C	A/R
Add / Modify / Delete routing changes	C	A/R
Reconfigure network device configuration to add additional functionality	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

4.2.1.4 Azure Stack HCI Platform

- This section describes the activities that will be performed relating to Azure Stack HCI services in the Supported Environment.
- Platform services consist of the following activities:

Process Activities	Customer	HPE
Monitor health status of an Azure Stack HCI cluster (Cluster, Cluster nodes, volumes, drives, virtual machines and performance metrics)	I	A/R
Monitor running services and changed state of services	I	A/R
Check log files on critical events/incidents	I	A/R
Start or stop a cluster	C/I	A/R
Perform node maintenance (restart Azure Stack HCI cluster nodes or offline for maintenance)	I	A/R

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User account management (Create/Edit/Delete users and roles)	I	A/R
Respond to security events/incidents	C/I	A/R
Add or remove the nodes for an Azure Stack HCI cluster	C/I	A/R
Manage cluster settings	C/I	A/R
Implement AzureStack HCI software updates	C/I	A/R
Implement AzureStack HCI software upgrades (minor version)	C/I	A/R
Create Volumes, create stretches volumes, protet volumes, expand volumes, delete volumes, repace drives	I	A/R
Manage tenant virtual networks, Manage tenant logical networks, manage software load balancers, manage gateway connections	C/I	A/R
Address reported incidents within the scope of HPE's responsibilities	I	A/R
Address performance incidents within the scope of HPE's responsibilities	I	A/R
Update SDN infrastructure for Azure Stack HCI	C/I	A/R
Implement an Azure Stack HCI stretched cluster (Future)	C/I	A/R
Manage Azure Stack HCI stretched cluster operations (Future)	I	A/R
Perform AzureStack HCI software upgrades/migration (For Major version/migration requirements, HPE will deliver with additional cost - As a project)	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

4.2.1.5   Reporting – Service Management Services consist of the following activities.

Process Activities	Customer	HPE
Capacity reporting (GL Consumption analytics reporting - Monthly, delivered by ASM/UDM)	I	A/R
Monitor health status and availability	I	A/R
Check log files on critical events/incidents	I	A/R
User account management (Create/Edit/Delete users and roles)	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

4.2.2 Assumptions

- MS Management server appliance will be used to host Management virtual machines/WM operating systems for the HPE Manged Service tools.

- All Backups will be to Public Cloud, The Disaster Recovery (DR) will be to the Public cloud. Customer to operate the Backup and DR operations.

- Security Operations will be performed by the customer.

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- Sufficient Network Bandwidth will be available between the Datacenter and the Branches.

- Customer to provide Azure subscription and Azure Monitor license.

- Azure Monitor to be setup before handover to HPE Managed Services

- Backup of MS VMs will be onto customer's existing Backup solution.

- Service Request which exceed 16 hours of execution will be considered as a project and the cost associated will be charged separately.

- Service Entry Point will be via either the respective ticket flow tool or email.

- Backup design and deployment are excluded from HPE Managed Services scope. The backup jobs will be automated. Manual intervention would be required only for initial scheduling of the jobs and/or attend to backup job failures.

- Defining OS Hardening Policies, Firmware & Patch testing / recommendation are excluded from the enclosed solution.

- The transition project expected to last between 6 to 8 weeks starting from the customer kick off meeting.

- Travel Costs for transition have been excluded from the enclosed estimate. Any travel needed will incur additional cost.

- "SNOW Access Licenses:
  - SNOW ITSM cost is factored only for HPE Managed Services.
  - Customer access will only be limited to the ESS portal, and if this is a requirement for ITSM fulfiller then GSD will make the necessary arrangements. "

- Connectivity: Management Nodes/Stations/VMs and Connectivity for SAAS and ITOC will be provided by customer.
- Hardware Monitoring/Management: IRS/Oneview will be leveraged for monitoring the server hardware.

- Connectivity: All remote sites are connected via VPN to ensure the possibility of a Single Management Deployment Location.

- For other Infra Monitoring/Management: OpsRamp would be leveraged for all other Infra (and/or VDI) Monitoring. "

- Necessary prerequisites to be fulfilled by customer to setup monitoring and ticketing tools and establish connectivity.

- OEM contract is a pre-requisite for HPE Managed Services/ITOC operations.

4.3 HPE Professional Services

4.3.1 Service Description

The solution involves Azure Local on up to 17 HPE ProLiant DL380 Gen11 nodes and 14 HPE Alletra Storage Server 4110 20EDSFF Configure-to-order Systems. HPE will design and configuration of up to 33 Aruba Switches (1 HPE Aruba Networking CX 6300M 48p; 2 HPE Aruba Networking CX 8325-48Y8C 48p at each of the 3 Main Datacenters, 1 DR site, and 7 Branch sites). Additionally, HPE will migrate up to 30 VMs (with a total data size of approximately 30 TB) from the existing VMware environment to Azure Local using Azure native tools like Azure Migrate or other suitable migration methodologies at the 3 Main Datacenters, 1 DR site, and 7 Branch Sites. The Greenlake Infrastructure will be managed by HPE Managed Services.

4.3.2 Details about the Datacenter and branch sites

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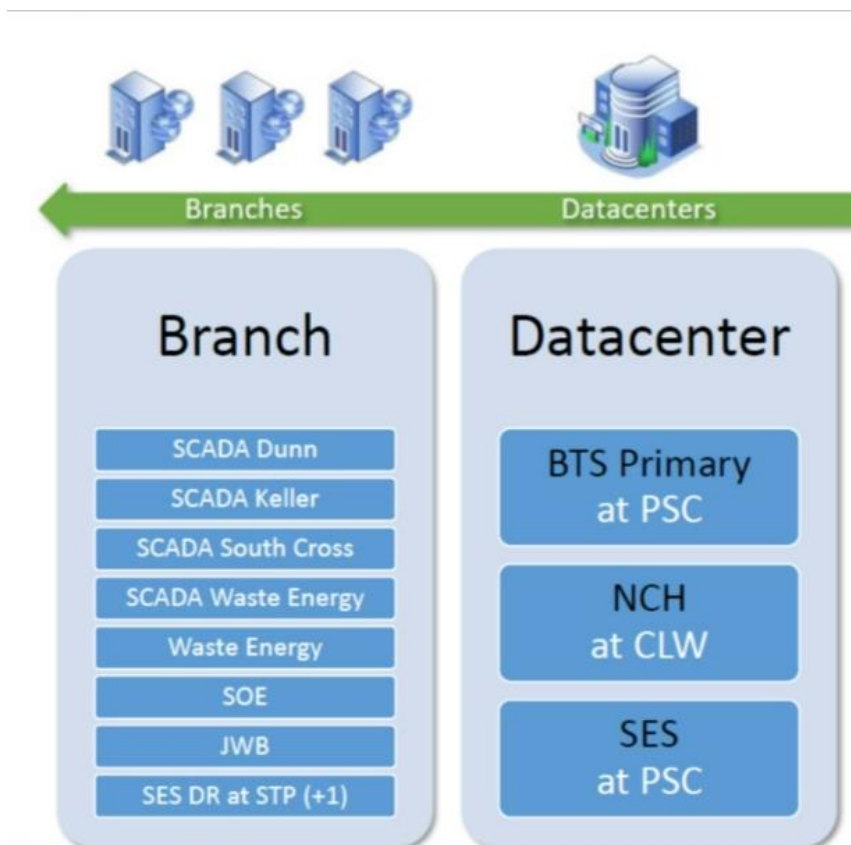
4.3.3 The HPE team will deliver the following Activities on a fixed price basis:
- Perform Design and Configuration of up to 33 x Aruba Switches.
- Setup and configure Azure Monitoring Service for up to 11 clusters.
- VM Migration of up to 30 VM's (having a data size of up to 30 TB) from existing VMware environment to Azure Local using Azure Migrate / appropriate migration methodology.
- Perform post migration checks.
- Prepare and provide documentation for the deployed GL solution and handover to Managed Services for Day 2 operations.
- Provide Project Management.

4.3.4 Systems in scope
- 17 x HPE ProLiant DL380 Gen11 servers.
- 14 x HPE Alletra Storage Server 4110 20EDSFF Configure-to-order Systems.
- 33 x Aruba Switches (1 x HPE Aruba Networking CX 6300M 48p; 2 x HPE Aruba Networking CX 8325-48Y8C 48p at each of the 3 x Main Datacenters, 1 x DR site and 7 x Branch sites).

4.3.5 Professional Service Activity – Network design and configuration of Aruba Switches, setup Azure monitor, perform VM Migration and MS Enablement Service.
- Professional Services Project Management
- Network design and configuration of up to 33 x Aruba Switches (1 x HPE Aruba Networking CX 6300M 48p; 2 x HPE Aruba Networking CX 8325-48Y8C 48p at each of the 3 x Main Datacenters, 1 x DR site and 7 x Branch sites)
- Azure Monitor Setup and Configuration for up to 11 clusters.
- VM Migration of up to 30 VM's (having a data size of up to 30 TB) from existing VMware environment to Azure Local using Azure Migrate / appropriate migration methodology.
- Perform post migration checks.
- HPE MS Enablement Service
- Prepare and provide documentation for the deployed GL solution and handover to Managed Services for Day 2 operations.

NOTE:
- HPE Managed Services Appliance will be setup to manage customer's environment

4.3.6 Professional Services – Project Management

HPE will designate a resource to act as a project manager ("Project Manager") to oversee the project, manage HPE resources, and be the Customer's primary contact with HPE regarding the following:

- Management of scope (formal requests for changes)
- Create project schedule.
- Conduct status meetings.
- Prepare status reports.
- Other activities as specified in this Statement of Work.

Key Activities

4.3.6.1   Professional Services Status Reports

HPE's standard form project status reports will be prepared by the HPE Project Manager for review and discussion at the status meeting. These reports may contain the following:

- Project Status Summary.
- Schedule status against the plan.
- Review of risks, issues, and actions to be taken by HPE and/or the Customer.
- Significant decisions from prior status meeting.

4.3.6.2   Professional Services Status Meetings

Project status meetings will be held in accordance with the frequency agreed in the Project Plan. The customer's project manager and HPE Project Manager will represent their organizations at these meetings. Status meetings will include:

- Review of progress against schedule.
- Review open Change Orders.
- Review risks, issues, and actions to be taken.
- Review achievement against milestones.

4.3.6.3   Professional Services Project Schedule

- The HPE Project Manager will create a project schedule that identifies the estimated timelines to provide the Services defined in this SOW.
- The parties will mutually agree upon the project schedule as part of the Project Plan.

4.3.7 Limitations, Dependencies, and Assumptions

- Professional Services are inclusive of on-site and off-site time. The on-site/off-site schedule of the HPE team will be mutually agreed on prior to the commencement of Services. HPE and Customer agree to plan an on-site/off-site schedule that leverages off-site work as much as possible.
- Any required software, licenses and tools not provided in the GreenLake Solution will be provided by County of Pinellas.
- The customer is responsible for host remediation before the migration activity commences.
- All the required rights to the Azure Subscription are made available by the Customer.
- Any migration outside of the defined 30 VMs (up to 30TB data) is out of scope of this engagement.
- Azure Migrate or other suitable migration methodologies will be used as the tool to migrate the VM's from customer's existing Virtualized environment to Azure Local.
- All the VMs would be migrated "As-Is"
  - a. No IP Change required
  - b. No Hardware/VMware Tool upgrade involved
- County of Pinellas will ensure there is guaranteed 10Gbps Network bandwidth available between source and target infrastructure for migration purposes.
- Maximum of 5% rollback/retries/troubleshooting is expected during the migration.
- Backing up all VM's will be customer's responsibility

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- No Raw Device Mapping is used by existing VMs.
- County of Pinellas is responsible for any application configuration that may be required.
- App migration and Data Base migration is out of scope of this engagement.
- Any troubleshooting related to the existing environment falls outside the scope of this engagement
- Project extensions beyond the initial engagement and additional scope of work require a change request at additional cost.

5. SYSTEMS AND SERVICES

5.1 System 1

5.1.1 Service descriptions

5.2 System 1 GL Azure Local

5.2.1 Service descriptions

- **HPE GreenLake Flex Solutions** included services level:
  HPE FLEX SOLUTIONS

  o **HPE GreenLake Standard services experience**
     HPE GreenLake Flex Solutions

  o **HPE Tech Care**
     HPE Tech Care Service
     - Essential

  o **Hybrid observability in HPE GreenLake Flex Solutions**
     Hybrid observability in HPE GreenLake Flex Solutions

- **HPE Managed Services as part of an HPE GreenLake Flex Solutions**
  HPE Managed Services as part of an HPE GreenLake Flex Solutions

- **HPE GreenLake for Microsoft Azure Local**
  HPE GreenLake Flex Solution built for Azure Local

5.2.1.1   System Startup Services

System Startup Services:
1. Hardware and software installation
2. Professional Services (MS Enablement)
3. Managed Services (Service Implementation outlined in Sections 2.1.1 – 2.1.3 of the HPE Managed Services as part of an HPE GreenLake Flex Solutions Link)

5.2.1.2 Customer Readiness

The Customer shall be deemed ready for System Startup Services when the site readiness requirements set forth in this section are completed by the Customer and the Customer has provided to HPE, in writing, all the prerequisite information to enable delivery of System Startup Services. For multi-site deployments, Customer Readiness will be assessed per site as the sites are independent of each other.

Customer Readiness requirements:

Location	Network	Power	Space	Estimated Customer Site Readiness Date

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BTS	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	31U for the DL380s, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
NCH	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	7U for the DL380s, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
SES	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	7U for the DL380s, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
SES DR	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	7U for the DL380s, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
MS Management Appliance	2x BCM57414 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	1U for the DL325, no rack, air cooling	**September 18th, 2025**
SCADA Dunn	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
SCADA Keller	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
SCADA South Cross	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
SCADA Waste Energy	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
JWB	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**
SOE	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Customer is providing the PDU and racks	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	**September 18th, 2025**

5.2.2 Delivery details

Customer name	County of Pinellas
Delivery site name	PSC
Delivery address	10750 Ulmerton Road, Largo, FL 33778
Delivery site name	ERB

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Delivery address	22211 US Hwy 19 N Bldg. 1, Clearwater, FL 33765
Delivery site name	NCH
Delivery address	315 Court Street Clearwater, FL 33756
Delivery site name	Waste Energy
Delivery address	3095 114th Ave. N., St. Petersburg, FL 33716
Delivery site name	Dunn
Delivery address	4111 Dunn Dr, Palm Harbor, FL 34683
Delivery site name	South Cross
Delivery address	7401 54th Ave N, Kenneth City, Fl 33709
Delivery site name	Keller
Delivery address	3655 Keller Cir, Tarpon Springs, FL 34688
Delivery site name	SPPD
Delivery address	1301 1 Ave N, St. Petersburg, FL 33705
Delivery site name	SoE
Delivery address	13001 Starkey Road Largo, FL 33773
Delivery site name	EpiCenter
Delivery address	14155 58th St N Ste 100, Clearwater, FL 33760
Customer contact name	Jeff Rohrs
Customer contact phone	727-453-3455
Customer contact email	Jrohrs@pinellas.gov
Estimated Service availability date	120 days from executed agreement and receipt of valid PO
System Term	60 months; Non-Coterminous

5.2.3 Technical configuration/Bill of Materials (BOM)

Note: A list of assets will be provided in the account support plan.

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5.2.4 Systems details

Virtual machines (VM)	
VM memory subscription ratio %	100% of physical, installed memory per physical server
Compute units per physical server or compute module	**43,008** (BTS Primary (14 Node Azure))
	512 (NCH (2 Node Azure), SCADA Dunn (2 Node 15.36 TB), SCADA Keller (2 Node 15.36 TB), SCADA South Cross (2 Node 15.36 TB), SCADA Waste Energy (2 Node 15.36 TB), and Waste Energy (2 Node 15.36 TB))
	1,536 (SES (2 Node Azure), SES DR (2 Node Azure), and SOE (2 Node 153.6 TB))
	768 (JWB (2 Node 38.4 TB))

5.2.5 Systems capacity

System Components/Configuration	Billing Tier	UoM	Requested/Installed Capacity	Reserved Capacity (% of Requested capacity and absolute value)	Variable Capacity (% of Requested Capacity and maximum Units of Measure)	Trigger capacity (% of Requested capacity and absolute value)
GL Azure	BTS Primary (14 Node Azure)	Compute Unit	43,008	80% and 34,406.40	20% and 8,601.60	90% and 38,707.20 Compute Unit
	NCH (2 Node Azure)	Compute Unit	512	80% and 409.60	20% and 102.40	90% and 460.80 Compute Unit
	SES (2 Node Azure)	Compute Unit	1,536	80% and 1,228.80	20% and 307.20	90% and 1,382.40 Compute Unit
	SES DR (2 Node Azure)	Compute Unit	1,536	80% and 1,228.80	20% and 307.20	90% and 1,382.40 Compute Unit
Alletra	SCADA Dunn (2 Node 15.36 TB)	Compute Unit	512	80% and 409.60	20% and 102.40	90% and 460.80 Compute Unit
	SCADA Keller (2 Node 15.36 TB)	Compute Unit	512	80% and 409.60	20% and 102.40	90% and 460.80 Compute Unit
	SCADA South Cross (2 Node 15.36 TB)	Compute Unit	512	80% and 409.60	20% and 102.40	90% and 460.80 Compute Unit
	SCADA Waste Energy (2 Node 15.36 TB)	Compute Unit	512	80% and 409.60	20% and 102.40	90% and 460.80 Compute Unit
	Waste Energy (2 Node 15.36 TB	Compute Unit	512	80% and 409.60	20% and 102.40	90% and 460.80 Compute Unit
Alletra	JWB (2 Node 38.4 TB)	Compute Unit	768	80% and 614.40	20% and 153.60	90% and 691.20 Compute Unit
	SOE (2 Node 153.6 TB)	Compute Unit	1,536	80% and 1,228.80	20% and 307.20	90% and 1,382.40 Compute Unit

6. PRICING

6.1 Systems pricing

The prices apply only for the Systems specified herein. Customer may order additional Systems subject to a mutually agreed change order. Pricing herein may be used for indicative purposes in pricing future change orders; however, final pricing will be as mutually agreed in such change order.

HPE GreenLake Price Bands

Configuration	Billing Tier	UoM		Band 1
GL Azure	BTS Primary (14 Node Azure)	Compute Unit	Volume	34,406.40 - 43,008
			Price	1.18
GL Azure	NCH (2 Node Azure)	Compute Unit	Volume	409.60 - 512
			Price	6.59
GL Azure	SES (2 Node Azure)	Compute Unit	Volume	1,228.80 - 1,536
			Price	4.77
GL Azure	SES DR (2 Node Azure)	Compute Unit	Volume	1,228.80 - 1,536
			Price	4.77
GL Azure	MS Appliance	Fixed Price	Volume	1

			Price	1,660.29
Alletra	SCADA Dunn (2 Node 15.36 TB)	Compute Unit	Volume	409.60 - 512
			Price	6.34
Alletra	SCADA Keller (2 Node 15.36 TB)	Compute Unit	Volume	409.60 - 512
			Price	6.34
Alletra	SCADA South Cross (2 Node 15.36 TB)	Compute Unit	Volume	409.60 - 512
			Price	6.34
Alletra	SCADA Waste Energy (2 Node 15.36 TB)	Compute Unit	Volume	409.60 - 512
			Price	6.34
Alletra	Waste Energy (2 Node 15.36 TB	Compute Unit	Volume	409.60 - 512
			Price	6.34
Alletra	JWB (2 Node 38.4 TB)	Compute Unit	Volume	614.40 - 768
			Price	5.95
Alletra	SOE (2 Node 153.6 TB)	Compute Unit	Volume	1,228.80 - 1,536
			Price	3.77
Consulting	HPE Professional Services	Fixed Price (1 - 60)	Volume	1
			Price	3,243.00

Note

UoM = Unit of Measure

Price is per unit per month

Prices displayed are in USD

6.2 Pricing assumptions

6.2.1 Annual growth rate assumption

There is no growth planned for this Change Order.

6.2.2 HPE Managed Services pricing assumption

Value	Pricing assumption
77	Incident volume per month
131	Service requests received per month
20	User licenses granted for access to ITSM integration tooling
Bangalore	HPE remote service center location

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6.3 Charges

6.3.1 Pricing Mechanism and the Monthly Price

The basic pricing factor is the Subscription fee for the Commitment and any Pay per use fee for Consumption in excess of the Commitment.

The Subscription fee for the Commitment is also called the Reserved Capacity fee. The Pay per use fee for Consumption in excess of the Commitment is also Variable Usage Fee and/or the Buffer Capacity fee if a Buffer Capacity is included instead.

For HPE GreenLake Flex Solutions Monthly price ("**Monthly Price**") is calculated by adding together the following:

- Any usage above the Commitment multiplied by the applicable UOM price for each Billing Tier (Pay per use fee)

- The applicable Subscription fee for each Billing Tier

- Any other applicable fixed monthly charges, as well as any other applicable fees or charges included in section 6

6.3.2 Delay fee

If System Startup Services are delayed for a cause not attributable to HPE, then on the 31st day from delivery of the System, Seller will start invoicing Purchaser a delay fee monthly in arrears until the Completion of System Startup Services. The delay fee is calculated as follows: 1/30th of the monthly Reserved Capacity fee for impacted Billing Tiers, or the monthly Subscription fee, charged daily as defined. The delay fee will be assessed and billed independently per site for Systems or Billing Tiers that are installed across multiple sites. Example: If the Reserved Capacity fee or the Subscription fee is $30,000/month then the delay fee would be $1,000 a day. A 25-day delay would equal a fee of $25,000. For clarity, the delay fee is a non-refundable payment, it does not trigger the start of any System Term, and such payments by the Purchaser will not be set off against future Service invoices issued by HPE.

6.3.3 Early Termination Fees

- Termination for convenience by Purchaser, termination by Seller for Purchaser uncured breach or insolvency

  - In the event of such termination of the Agreement or any System before the expiration of the initial System Term, including termination before the start of the System Term, the Purchaser must pay Early Termination Fees, calculated as follows

    - For each impacted System: The Commitment at the time of the termination x applicable UOM price for each Billing Tier in the System per month x the number of months remaining in the affected System Term

    - For fixed monthly charges: The sum of any monthly fixed charges x the number of months remaining in the affected System Term

    - For optional software or Services: any Early Termination Fees.

  - Purchaser will finally settle all liabilities arising out of any termination in accordance with this section upon payment in full of Seller's final invoice, which will include:

    - Early Termination Fees (unless contained in a separate debit note if applicable)
    - Any outstanding Subscription (Reserved Capacity) fees and Pay per use (Variable/Buffer Capacity) fees and Service charges
    - End of Term Charges as set out in the first paragraph of section 4.1.4 of the aaS Commercial Terms.

  - Termination by Purchaser for HPE uncured material breach or insolvency

    - In the event of termination by Purchaser for an uncured HPE material breach or HPE insolvency event, Purchaser will be relieved of the Early Termination Fees and the End of Term Charges.

6.3.3.1 Azure Local

Seller reserves the right to charge, on a time-and-materials basis, for any additional work over and above the Service pricing that may result from activities required to address Service prerequisites or

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other requirements that are not met by the Customer. This includes the restrictions to physical location, software, prerequisite information, and credentials necessary for solution deployment.

6.3.4 Invoice Breakdown

Seller will invoice Purchaser monthly in arrears for

- The Monthly Price

- Any applicable additional charges (Early Termination Fees (unless contained in a debit note if applicable), End of Term Charges etc.)

- Any applicable taxes (such as, sales, value-added tax [VAT], goods and services tax [GST] or similar taxes or fees including stamp duty)

If this Agreement contains multiple Systems the charges set forth in this section 6.3 may be calculated and invoiced separately for each System.

7. OTHER CONTRACT TERMS

Invoicing Schedule:

- HPE will invoice Customer upon receipt of executed SOW and receipt of valid PO for the Estimated Year One Contract Value of $974,369.21 and any applicable taxes (e.g. sales, value-added (VAT), or similar taxes). After year 1, subsequent years will be billed monthly in arrears.

- Customer will be invoiced monthly, in arrears, for any Variable Capacity as it is incurred, including any applicable additional charges such as, Early Termination Fees, and return fee.

- In the event of Early Termination for Convenience, Customer Breach, or Insolvency as described in Section 7.2.5 Early Termination Fees of the HPE GreenLake Terms Legal Data Sheet, HPE will apply any remaining funds from the pre-paid amount to cover any Early Termination Fees. If the remaining funds are insufficient to cover the Early Termination Fees, then HPE will invoice the difference required to satisfy the Early Termination Fees.

- In the event the prepayment amount is more than the Early Termination Fees, or if termination is due to HPE breach or insolvency, then HPE will return the remaining funds.

- Except as otherwise expressly stated above, all other terms and conditions of the HPE GreenLake Terms Legal Data Sheet remain unchanged.

8. SIGNATURES

Hewlett Packard Enterprise Company / Seller   County of Pinellas / Purchaser

Authorized signature: Authorized signature:

Print name: Print name:

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Title: _____   Title: _____

Date: _____   Date: _____

Please sign two copies of this document and return both to HPE at the following address accompanied by your purchase order if required. HPE will sign and return one copy to your attention.

Hewlett Packard Enterprise

ATTN: Maris Caldwell

Phone: 469-808-5306

email: maris.caldwell@hpe.com

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