statement of work for hp-ux configuration service - ipfilter/9000
Proprietary Notice

Restriction on Use and Disclosure of Proposal and Quotation Information Data

The information contained in this Statement of Work constitutes a trade secret and/or information that is commercial or financial and confidential or privileged to Hewlett-Packard ("Information"). It is furnished to the customer in confidence with the understanding that it will not, without the prior written permission of Hewlett-Packard, be used or disclosed for other than evaluation purposes; provided, however that in the event a contract is awarded on the basis of this Statement of Work or quotation, the customer shall have the right to use and disclose this Information to the extent provided in the contract. Hewlett-Packard represents only the HP products and services as set forth herein, and makes no representations, warranties, guarantees or commitments for any third-party products or services.

Entire Agreement and Order of Precedence

This Statement of Work and the governing Terms and Conditions Exhibit (TN02), including any exhibits and appendices, constitutes the entire agreement between HP and the customer, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. The customer’s additional or different terms and conditions will not apply.

Except as expressly stated in this Statement of Work, to the extent this Statement of Work conflicts with attached Hewlett-Packard Remote Engineering Services Consulting Services Agreement (TN02) dated 1/1/02, that document will take precedence.
1.0 Overview

1.1 Request

The customer or purchaser as identified in the HP Valupack Acceptance and Billing Information sections of this Valupack Consulting Description, hereinafter the customer, has requested that the HP North American Solution Center provide the Valupack service named below:

<table>
<thead>
<tr>
<th>VP No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>VP523</td>
<td>HP-UX Configuration Service - IPFilter/9000</td>
</tr>
</tbody>
</table>

2.0 Scope of Work

2.1 Scope Definition

The Statement of Work defines all activities to be delivered by Hewlett-Packard (HP). This section defines what Hewlett-Packard will do and what the customer receives as a result of the activities.

2.1.1 Deliverables

HP will install IPFilter/9000 software on HP-UX, making sure that the software starts up and shuts down without error.

After installation, IPFilter/9000 provides no explicit filtering rules. The included IPFilter utility “mkfilters” will be used to create a default set of filtering rules that: blocks all packets that might belong to an IP spoofing attack; block all packets with IP options; block all packets which have a length which is too short for any legal packet.

HP delivers service from a remote location.

2.1.2 Specific Limitations

HP must qualify the intended HP9000 system as a prerequisite to the purchase of HP-UX Configuration Service - IPFilter/9000. This can be done through a telephone interview with a system administrator, or by receiving, running and returning a data collection script that HP can provide via email or ftp.

Only the filtering rules generated by the “mkfilters” utility will be used.

HP does not warrant that the rules generated by “mkfilters” alone will be enough to deter or repel any/all attacks or exploits targeted against the system.
Customer will be responsible for the suitability of IPFilter/9000 for use in their environment, including the responsibility for patching their system software to prevent any software defects in IPFilter/9000 from compromising system security.

No customized filtering rules will be created or configured.

If IPFilter/9000 software is being installed for the first time or upgraded, a new HP-UX kernel will be generated, and the system rebooted. If a viable kernel cannot be created, or if the system cannot be re-booted successfully due to any unknown or pre-existing condition, the customer are responsible for restoring the system to operational status before IPFilter/9000 installation continues. HP does not bear the responsibility for troubleshooting kernel configuration problems caused by the installation of IPFilter/9000 software.

Installation and configuration of IPFilter/9000 is limited to one target system. HP may install and configure IPFilter/9000 for additional systems, when quoted.

2.1.3 Completion Criteria

The Valupack will be considered completed and accepted when one or more of the following criteria have been met:

- HP has completed its obligations and deliverables of the Valupack as detailed in Section 2.1.1 herein.
- Twenty-one (21) business days, following HP’s delivery of the HP-UX Configuration Service - IPFilter/9000 to the customer.
- Forty-five (45) days since HP acceptance of the Valupack

3.0 Customer Obligations

The customer must have an active Software support contract with HP. The products updated through this service will be limited to only the HP licensed products found on the customer’s Software Support agreement for system handle.

All sites must have a configured, working, and HP supported tape drive (DDS or DLT). The customer agrees to have a complete backup or service may have to be rescheduled.

The customer agrees to be responsible for the compatibility of Non-HP software on his system.

An HPUX System/Network Administrator with centralized responsibility for all aspects of this project must be assigned. This
individual must have the authority to make all decisions relative to the project and to either assign resources or negotiate the assignment of resources. In addition, this individual or designee must sign Acceptance Confirmation and approval in accordance with this agreement.

The customer must make reasonably available, where appropriate, executives, managers and individual contributors to work with HP throughout the project. Personnel skills will be in the general areas of support, network management, systems management, business applications, purchasing, help desk, end-users, and site representatives.

The customer will be responsible for assuring the backup and recoverability of all data on the involved systems.

HP will require remote access as the root user either through a working modem configured as your remote console or Internet access to your HP system’s Guardian Service Processor port (or Secure WebConsole). If the customer does not have a modem or Secure WebConsole available, HP will provide one for a $250.00 refundable deposit fee.

System and/or application downtime may be required for all appropriate HP computer systems during this engagement.

The customer shall be liable for any delays to the delivery schedule specified in the Statement of Work caused by itself, its application vendor(s), or resulting from the customer’s failure to fulfill any of its obligations. HP may charge the customer for any additional charges or losses incurred by HP as a result of such delays, and may adjust the affected delivery schedule accordingly.

Failure of the customer to provide for any of the preceding requirements will invoke the Change Management Process.

4.0 General Limitations and Assumptions

HP Valupack deliverables can be performed during business working hours, Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding HP holidays, unless otherwise agreed upon by both HP and the customer. After hours rates may apply in the event that this engagement is to take place after normal business hours.

Please refer to section 7.1 for detailed information regarding the Pricing of this engagement.
HP delivery of this engagement will be performed remotely.

If this engagement involves a request by the customer for immediate service, a $1,000.00 Emergency Uplift Charge will be applied.

If information, data or access to the customer’s personnel is needed by HP hereunder or in HP’s reasonable discretion for performance under this Scope of Work and the customer is delayed in providing such, or if other delays caused by the customer are encountered by HP in performing work under this Scope of Work, HP may add reasonable charges for services caused by such delays to reach a new total price hereunder and adjust the Project Schedule and the Services in this Scope of Work as necessary. Such additional charges shall only reflect HP’s then current time and materials charges for HP personnel (and HP subcontractor personnel) for the amount of time they are actually delayed in performing their work. HP shall give the customer written notice that they are being delayed so that the customer may correct the delay.

If this engagement involves travel, incurred costs include round-trip airfare to the customer’s site, rental car for local travel, hotel accommodations, if required and meals, as necessary.

HP shall not be responsible for the loss or failure to recover data due to failure of the customer’s backup/recovery procedures.

Request for Valupack services occur directly with the end-user customer.

HP Valupack options will be offered based on available resources, service professionals and the approval of HP management.

Services of additional HP resources may be required and may be transferred to another HP technical resource, at HP’s sole discretion.

Services are available in the U.S. and Canada only.

5.0 Change Management Process

Change Management procedures are established for documenting any changes to the baseline project identified in this proposal. Uncontrolled changes can cause both cost and schedule variances.

The following three (3) factors are the likely circumstances for change to be introduced to this engagement:
New requirements identified by either party that are not within the original scope of the engagement.

Suggestions submitted by either party that will improve upon the proposed system but are not necessarily required to fulfill the intent of the engagement. Such suggestions may, however, be incorporated in a separate, yet concurrent or subsequent, engagement.

Changes in the direction and intent of this engagement that will require reworking the solution design or services.

Changes in the scope of this SOW can be achieved according to the following process:

The customer shall provide a documented description of the additional requirements and/or functionality.

HP shall respond to the change request with a quote and any contract modifications.

The customer and HP shall negotiate the changes with respect to scope of work, project schedule, cost, and associated terms.

Upon the customer’s acceptance of the negotiated changes and terms, they shall provide HP written authorization to deliver services according to the changes and shall provide any additional required funding.

6.0 Delivery Schedule

The engagement schedule will be determined, upon receipt of signed Valupack order form and hard copy/electronic copy of your required purchase order.

7.0 Order and Payment Information

7.1 Pricing and Payment

HP Valupack deliverables can be performed during business working hours, Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding HP holidays, unless otherwise agreed upon by both HP and the customer. After hours rates may apply in the event that this engagement is to take place after normal business hours.

The services defined in this Statement of Work are proposed to the customer determined by the selections below.
### Part No. Description

<table>
<thead>
<tr>
<th>Part No.</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>HP Services</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Valupack Consulting</strong></td>
<td></td>
</tr>
<tr>
<td>VP523</td>
<td>HP-UX Configuration Service - IPFiret/9000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8am – 5pm, M-F. local time</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>Weekends and after hours, local time</td>
<td>$750.00</td>
</tr>
<tr>
<td></td>
<td>Holidays</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Emergency Uplift Charge</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Modem Deposit (refundable)</td>
<td>$250.00</td>
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</tbody>
</table>

This Statement of Work is valid for thirty (30) days from date of issue.

The customer will be invoiced in full, when delivery is completed. Payment will be due within thirty (30) days after the date of invoice.

### 7.2 Signatures, Acceptance and Order Form

Signature below indicates the customer’s acceptance of this Statement of Work and the governing TN02. Receipt of a valid form of payment constitutes authorization for Hewlett-Packard to schedule and deliver work as well as to issue invoices, when appropriate.

Please sign this document and return it to Hewlett-Packard at the address or fax number provided below.

Hewlett-Packard Company  
2124 Barrett Park Drive, M/S C15  
Kennesaw, GA  30144

Attention: HPES  
Phone: 888 376-HPES (4737)  
FAX: 888 374-HPES (4737)
**customer information**

<table>
<thead>
<tr>
<th>delivery location</th>
<th>invoice/billing location</th>
</tr>
</thead>
<tbody>
<tr>
<td>customer contact</td>
<td>company name</td>
</tr>
<tr>
<td>contact phone no.</td>
<td>invoice address</td>
</tr>
<tr>
<td>company name</td>
<td></td>
</tr>
<tr>
<td>delivery address</td>
<td></td>
</tr>
<tr>
<td>customer email address</td>
<td></td>
</tr>
<tr>
<td>customer fax no.</td>
<td></td>
</tr>
</tbody>
</table>

**tax information:**
- [ ] taxable
- [ ] tax exemption # _________
- (attach copy of certificate)

**system information**

<table>
<thead>
<tr>
<th>system model</th>
<th>valupack number</th>
</tr>
</thead>
<tbody>
<tr>
<td>current os revision</td>
<td>charge amount</td>
</tr>
<tr>
<td>remote support modem enabled?</td>
<td>quantity ordered</td>
</tr>
<tr>
<td>[ ] yes  [ ] no</td>
<td>start date _______ end date _______</td>
</tr>
</tbody>
</table>

**product information**

| VP523 |

**payment information**

**payment method:** do not enclose payment. please select one of the following:

- [ ] please send invoice (for use with purchase order)
- [ ] please charge to my credit card: ____ visa  ____ mastercard  ____ am. express  ____ discover

<table>
<thead>
<tr>
<th>card number</th>
<th>exp. date</th>
</tr>
</thead>
<tbody>
<tr>
<td>authorized signature</td>
<td>cardholder name (type or print)</td>
</tr>
</tbody>
</table>

**service authorization and terms and conditions:**

services are subject to hp terms and conditions of sale and service, exhibit e16 and exhibit tn02.
payment is due 30 days from hp’s invoice date.
customer’s signature on this form constitutes authorization for hp to invoice customer for the above referenced services.

| authorized customer signature | printed name | date |