



Authorized Services Management Partner—Distributor

Relationship Guide

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Welcome to the HP Services Partner Architecture Program. This document is a guide to participating in the Distributor segment of the Authorized Services Management Partner relationship (ASMP-D) of the HP Services Partner Architecture Program. It contains:

- An overview of the ASMP relationship, and the Distributor segment in particular, including the relationship segment's definition and goals
- Program benefits
- Requirements/qualifications for participation
- HP responsibilities
- Partner responsibilities
- Principles of interaction
- Discounts and fees
- Resources
- Appendices

The Authorized Services Management Partner relationship has been specifically designed to deliver impressive benefits to all of the parties involved:

- Your resellers access the support they need to help keep their customer's critical IT environments operating at their best.
- You help your resellers build their business by not only selling them HP Care Pack service packages, but also helping them to manage their customers' service process, including converting warranty and renewing contracts. This ongoing presence in the account typically leads to more sales of both products and services in the future. If you are also authorized to distribute HP enterprise products (that is, you are an enterprise channel partner, or ECP), then, as an ASMP-D, you can help HP respond to requests for Statement or Work (SOW) based quotes from partners participating in the Authorized Solution Sales Partner (ASSP) relationship.

HP Services commits to building long-term, beneficial relationships with customers and partners. We hope that your participation in the Authorized Services Management Partner relationship makes it easier for you to reach your sales, revenue, customer satisfaction, and business goals.

Authorized Services Management Partner relationship overview

Definition

The Distributor segment of the Authorized Services Management Partner relationship (ASMP-D) is designed for HP authorized distributors who wish to handle transactions for the management of annuity service contracts and for the conversion of warranty obligations into contracts on HP-branded products. HP Services, or a qualified HP authorized, channel-neutral third party, then delivers services for all service events related to the products covered under the agreement. The types of service contracts the tiered reseller of an ASMP-D is able to manage are dependent on the HP product authorization(s) obtained by the attachment of the appropriate product specific addendum to the tiered reseller's BDA.

Goals

The objective of this level of authorization is to increase the number of warranty conversions, contract renewals, and sales of post-warranty services by entrusting those tasks to eligible HP partners who are closer to their customers than is HP. This makes it easier and more efficient for partners to respond to their customers' service management requirements.

Requirements

Requirements for participation in the ASMP-D relationship segment begin with those required of our U.S. partners participating in the ASMP-R segment:

Responsibilities HP responsibilities

Distributor responsibilities

- Complete product registration/service entitlement registration:
 - Notify HP Services of all configurations sold with the following services:
 - Packaged (Fixed and Flexible HP Care Pack services)
 - Supplemental
 - Options
 - Bundled

For example, when a system is sold with a Flexible HP Care Pack service, the ASMP-D system handle must be included with the HP Care Pack order so that the up-front package will automatically be set up to be renewed by the ASMP-D. In accordance with the HPS Sales Engagement Model described in the section on Principles of interaction, HP Care Pack Flexible Services, resold to any customer (including those in the Strategic and Enterprise customer segments) by a particular ASMP-D, will, if HP is properly notified by the partner using the process described above, generally be coded for renewal by that ASMP-D.

- ASMP-D is responsible for setting their customers' expectations that ASMP-D will be renewing their services that are sold with products or sold separately from products (for example, HP Care Pack service or Day 1 contracts, respectively)
- Requests for conversion, renewal, or Day 1 quotes should include:
- System configuration
- Details of service obligation, including serial numbers, part numbers, and HP Agreement numbers
- Customer contacts expiring services based on dates

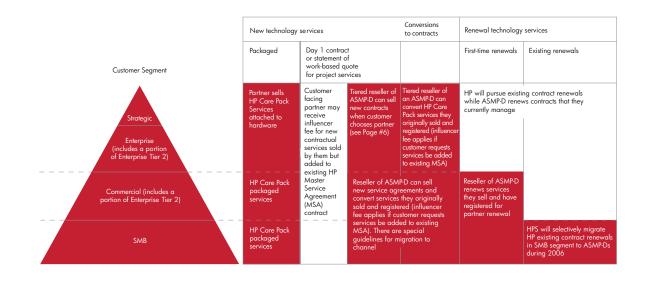


- Provide a centralized service manager as a focal point through which all service requests to HP are funneled
- Provide central procurement for all HP services
- Train your sales force on HP-branded service products and contractual support services

^{*} SPA calculates prices based on the products entered and the support configured. HP reserves the right to validate the configuration entered which may result in a change to the configuration and pricing.

HPS Sales Engagement Model

Predictability in an advanced service selling environment



Principles of interaction

Purpose

The purpose of these principles is to clarify how HP will work with you in managing HP service contracts and the standards by which an ASMP-D is held accountable to HP for growing the services management business as a partner to HP. The intent of the Distributor segment of the ASMP relationship is to enable the growth of the HP Services contractual installed base through tiered resellers, not to shift current HP Services business in Strategic and Enterprise accounts from HP to HP partners. Additionally, HP does not support an unnecessary shift of business between HP Partners.

New business

HP's preferred method for new Technology Services (TS) sales by resellers is the attachment of packaged services at the time of product sale and this method will be supported by the HP field and installed base sales teams (even in Strategic and Enterprise customer segments). In the event that a customer prefers to "add" the same services to their existing HP Master Service Agreement (MSA), the tiered reseller of an ASMP-D can register the opportunity within the PartnerONE Influencer tool and, by working with the appropriate HP direct sales team, earn an influencer fee for jointly supporting the sale of these services to our mutual customer.

Unless the customer specifically chooses to purchase Day 1 support contracts from the customer-facing partner, the tiered reseller of an ASMP-D may only engage in new service agreement selling either in conjunction with the selling of new HP solutions or during the conversion of initial product support (products under the product warranty, extended warranty, or expired warranties) to service agreements. The tiered reseller of an ASMP-D may, however, apply for an influencer fee for selling the customer a new contractual service that is added to an existing MSA. The policy described above also extends to the selling of Statement of Work based project engagements.

Installed base

- The market reality is that HP named accounts in the Strategic and Enterprise customer segments hold Master Agreements that typically include high discounts directly from HP, so these accounts may not be a good target market for partners operating in the ASMP relationship. To check if one of your accounts is on this list, please contact your HP sales representative.
- HP customers may choose to have their portfolio of support contracts managed by both HP direct sales and one or more tiered resellers of an ASMP-D (however, customers need to be aware that special care must be taken when purchasing an "extension" to a computing environment that is supported by a HP Mission Critical or Proactive Services Core contract managed by another entity)
- HP will not normally accept a request to migrate a current ASMP-R service agreement to either another ASMP-R or a tiered reseller buying HP service contracts from an ASMP-D. Should this occur, HP Services America reserves the right to hold back all ASMP-R or ASMP-D discounts for a period of one year.
- The tiered reseller of an ASMP-D is not authorized to assign an HP services agreement to another business development partner.



- The sale of a combination of a packaged service and a contractual service is NOT recommended (for example, three year package + one-year service agreement to meet a four-year customer requirement). ASMP-Ds should work with their HP sales rep to determine if a packaged service is available that will meet the customer's needs. If a packaged service is unavailable, the ASMP-D should quote a service agreement for the appropriate term. Sales of a combination of a packaged service plus a service agreement would need to be approved through an exception process.
- An ASMP-D must restrict its tiered resellers from selling HP contractual support services for hardware or software products (called "add-ons") that will be physically attached to, or installed on, a system which is covered by a contract not managed by the ASMP-D. In such cases, the tiered reseller of the ASMP-D may still facilitate the addition of those new products to the customer's existing MSA and claim the appropriate influencer fee on the first-year of incremental support charges. The sale of additional "extensions" to an existing HP Mission Critical or Proactive Services contract, not already managed by ASMP-D, is predicated on properly referencing the customer's existing Core proactive contract at the time a quote for the "extension" is requested.

Cancellations

- HP service agreements with an ASMP-D will be executed for a minimum initial period of 12 months. Cancellations are available after the initial 12-month period upon 30 days' written notice.
- HP Software Support: You may choose to cancel Software Support orders or delete Software Products from Support effective at the Software's next Support renewal date upon sixty (60) days prior notice. Fee adjustments will become effective at the Software's next renewal date. HP may discontinue Support for

Software and specific Support services no longer included in HP's Support offering upon sixty (60) days notice.

For more information on Software Support Terms and Conditions:

http://www.hp.com/hps/custdocs/us/index.html

Contract consolidation in Strategic and Enterprise accounts

The consolidation of multiple service contracts, currently managed by both an ASMP-D and HP direct sales, into a single contract managed by an ASMP-D will be considered under the following conditions:

- The customer must request the consolidation in a letter to HP and price must not be the determining factor for the consolidation request.
- HP client business manager or account manager approves.
- End-user discounts are negotiated between customer and partner.
- The consolidation, which would occur at annual contract renewal or at the end of any applicable multi-year agreement period, must be made a minimum of 60 days prior to contract expiration. Also, the consolidated contract must close prior to expiration of the original direct agreement.

Contract consolidation or migration in Commercial accounts

The consolidation (as defined above) or migration of an HP managed service contract to an ASMP-D managed contract will be considered under the following conditions:

- The customer must request the consolidation or migration in a letter to HP and price must not be the determining factor for the consolidation request.
- The consolidation or migration must be triggered by a compelling new business event, such as growth in new HP product and services business, growth in HP services business with additional objects of service or additional services, or product replacement or technology refresh.
- End-user discounts are negotiated between customer and partner but HP will not extend additional discounts to support the migration of direct contract business to the channel.
- The consolidation or migration, which would occur at annual contract renewal or at the end of any applicable multi-year agreement period, must be made a minimum of 60 days prior to contract

expiration. Also, the consolidated or migrated contract must close prior to expiration of the original direct agreement.

- Approval for consolidation or migration will come from the U.S. Channels installed base sales manager.
- The tiered reseller of an ASMP-D is deemed eligible to manage support contracts based upon their product authorization. In other words, the tiered reseller of an ASMP-D must be authorized to resell the hardware or software product that is supported by the service contract they are managing, and the ASMP-D must be authorized to distribute the HP product line to be supported.

Services availability matrix

This matrix is subject to change. ASMP-D must review the most current version of the ASMP-D Relationship Guide which is available from the HP Partner Portal at http://www.hp.com/partners/us or an HP Services Sales Specialist. Technical datasheets for services are available at the HP Partner Portal at http://www.hp.com/partners/us or an HP Services Sales Specialist. Technical datasheets for services are available at the HP Partner Portal at http://www.hp.com/partners/us or from an HP Services Sales Specialist. Project-type services will be documented in a statement of work to be made a part of this agreement.

Please sell HW/SW packages whenever HW and SW is being supported.

HP Services and Support Offerings***	ASMP Reseller	ASMP-Distributor
Standard (non-critical) HW and SW Support Services		
Support Plus – HA109AC	Х	Х
Support Plus 24 – HA110AC	Х	Х
Proactive 24 – HA111AC	Х	Х
Proactive Essentials – HA326AC Unlimited	Х	Х
Proactive Essentials – HA327AC Per Incident**	Х	Х
Proactive BladeSystem Services – HE805AC	Х	Х
Select (critical) HW and SW Support Services		
Critical Services – HA 112AC	Х*	Х*
HW Only (all are non-critical) Support Services		
Next-Day HW Support – HA101AC	Х	Х
4hr 13x5 HW Support – HA103AC	Х	Х
4hr 24x7 HW Support – HA104AC	Х	Х
4hr 6hr Call To Repair – HA105AC	Х	Х
4hr 9x5 HW Support – HA116AC	Х	Х
Education Service – HA119AC	Х	Х
Recover All – HA 166AC	Х	Х
SW Only (all are non-critical) Support Services		
Support – HA106AC	Х	Х
SW Support 24x7 – HA107AC	Х	Х
SW Updates – HA108AC	Х	Х
Project-based Services (eligible for ASSPs only)		
HP Express Consulting		Х

* ASMP Resellers and Distributors must employ at least one HP STAR-certified critical services sales professional to include these HP advanced services in their services offering.

** ASMP discount does not apply to HP Services per incident offers.

*** Although they carry an HP product number, coverage for some Cisco equipment is expressly excluded from the ASMP relationship. For more information, contact your HP Sales Service Representative.



- A change in equipment location during the term of the multiyear purchase order may impact taxability of Services charges. Orders paid in advance may be subject to an invoice adjustment in the event of significant changes in equipment location during the term of the multiyear purchase order. A significant increase in applicable charges will result in an invoice to ASMP-D. A significant decrease in applicable charges will result in a credit to ASMP-D.
- HP will provide a credit for prepaid Services if the hardware or software products on the initial order or subsequent orders issued under these terms and conditions reach the end of their support life during the term of the multiyear purchase order.
- For the sole purposes of competing against third party service providers, Special Negotiated Discounting (SND), may be utilized for both new business (services only opportunities) and renewal quoting. The SND must be submitted to HP for approval for a specific reseller/end customer sales opportunity, and are not transferable to another reseller on the same sales opportunity. The process varies for new business and renewal quoting. SND does not replace the Value Big Deal Process, which is designed to protect the partner's investment in the new product sales cycle when services is sold attached to the hardware.

For New, services only, Business Quoting, the ASMP partner will be required to request a separate SND if another reseller is bidding on the same business opportunity. Each SND will be submitted to HP and evaluated before the SND is approved.

For Renewal Quoting, the SND will only be approved for the incumbent reseller who currently holds the renewal contract opportunity. The SND will not be approved for another reseller during the first year of the renewal.

Prices

The list prices for the initial order are those in effect on the date of HP's acceptance of the initial order, and are fixed for the multiyear purchase order term. Qualifying Services later added to the initial order will be added at the prices on the then-current local HP Price List, and will run coterminous with the initial order. HP will invoice ASMP-D for such added Services. Services added to the initial order will receive the Prepayment Discount, provided payment is received in advance for the remainder of the multiyear purchase order term within thirty (30) days of the invoice date.

Term

These terms and conditions shall be in effect for the specific term of each multiyear purchase order. All discounts hereunder terminate with the expiration of the multiyear purchase order or the expiration of the ASMP-D relationship, whichever occurs first.

Termination

ASMP-D may not, without penalty, cancel any Services ordered under these terms and conditions unless ASMP-D informs HP that the End User receiving the Services hereunder has either sold or discontinued use of the covered equipment. If the Services ordered are cancelled for any other reason prior to the expiration of the multiyear purchase order term, then ASMP-D must provide HP with a 30-day cancellation notice and HP will invoice ASMP-D in the amount of nine percent (9%) of the annual maintenance charges of the cancelled Services. HP BTO, BIO and OpenCall Software contracts can only be cancelled at the expiration of the current agreement term.

Figure 1A: Upfront order process

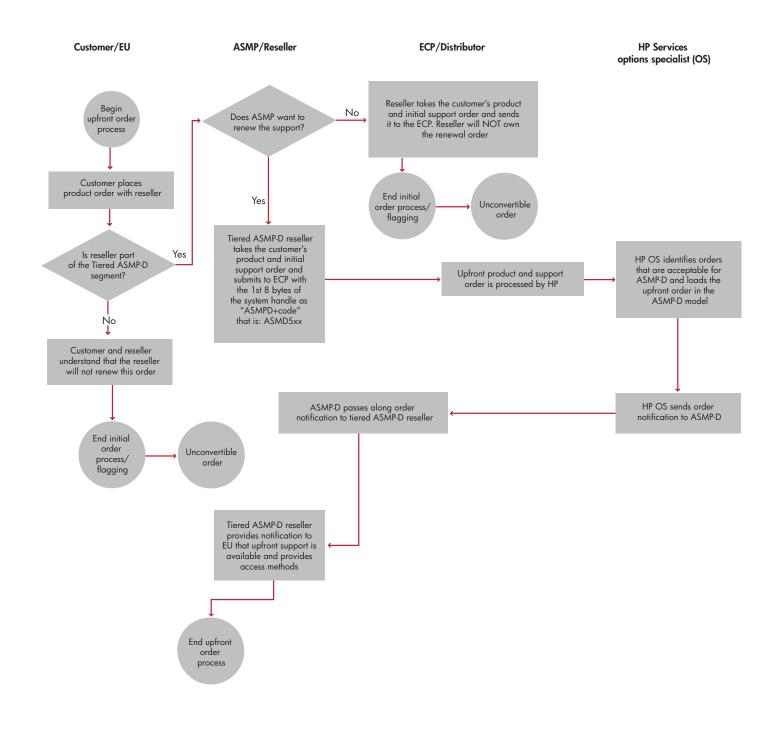
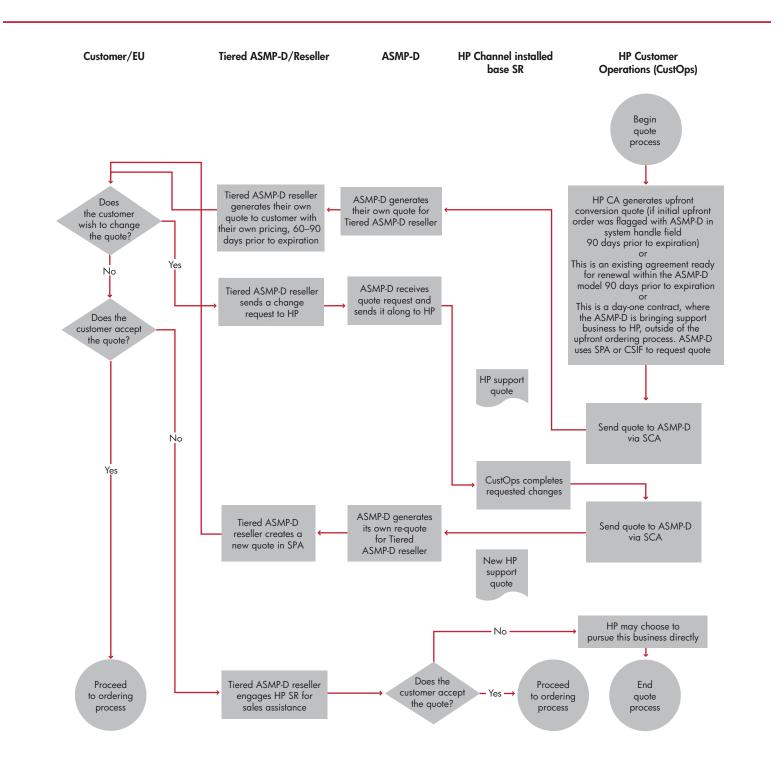


Figure 2A: Quoting process



NOTE: To review the process diagram for the preparation of Statement of Work based quotes under the ASSP relationship, please review the "ASSP Relationship Guide"

Figure 3A: Conversion and renewal ordering process

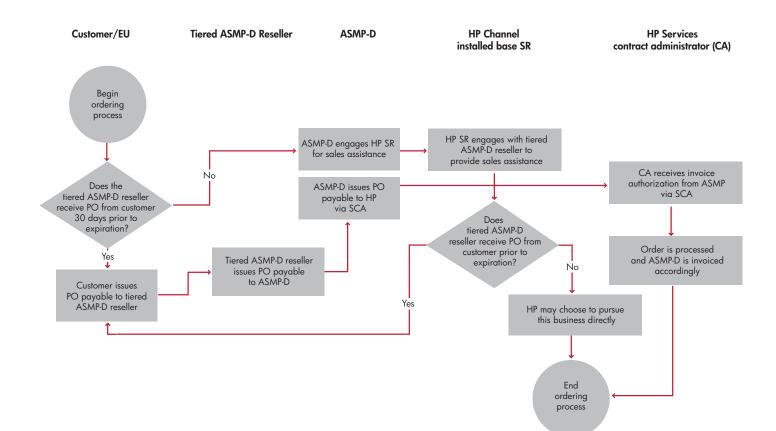
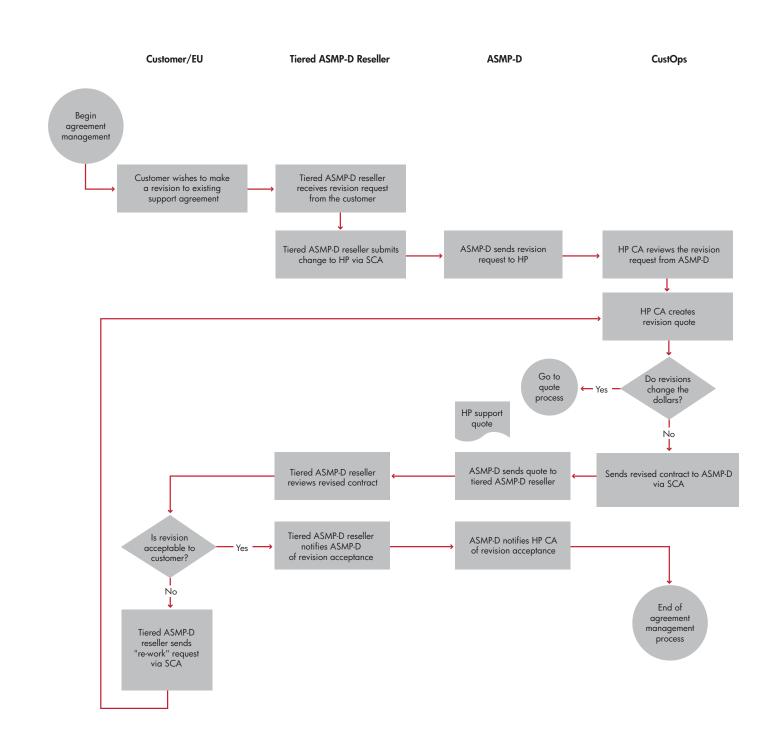


Figure 4A: Agreement management process



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