



HP Cloud Maps for Application Deployment

HP Cloud Maps for Application Deployment based on HP Cloud Service Automation provide customers with an efficiently developed and cost-effective solution for delivering enterprise application services to their HP cloud solution. This service helps customers simplify their HP Cloud Service Automation service design process and reduce in-house content development efforts, and allows customers to select from a library of prebuilt HP Cloud Service Automation content that is ready for deployment.

Service implementation

HP Cloud Maps consists of a Template Solution and services associated with its delivery. The Cloud Map Template Solution contains:

- HP Server Automation software policy
- HP Operations Orchestration configuration flow
- Application-specific Cloud Service Automation service design template
- White papers outlining the design, customization, and extension of the Application Deployment Cloud Map

Cloud Map Template Solutions are classified into three tier levels as defined below (“Tier Levels”), based on install complexity, configuration requirements of the Cloud Map, and feature scope. The customer simply sends an email to CF.CloudMaps.request@hp.com requesting the latest Cloud Map Template Solution offerings catalog. The customer then chooses the number of Cloud Map Template Solutions by Tier Level they wish to purchase, and engages their HP representative to fulfill the purchase of Cloud Maps.

Service planning and deployment

An HP Software Professional Services specialist will schedule the delivery of the Service at a time mutually agreed upon between HP and the customer, which shall be during local HP standard business hours, excluding HP holidays, unless otherwise agreed by HP. Any Services provided outside of HP standard business hours will be subject to additional charges.

The HP Software Professional Services specialist will perform the following activities:

- **Kickoff meeting**
 - Present an overview of the Cloud Map delivery of Services and Template Solution.
 - Review the Cloud Map Template Solution quantities purchased and Tier Levels.
 - Provide an inventory list matching the required Cloud Map Template Solutions to the purchased per Tier Level. Both parties agree on the Cloud Map Template Solutions to be delivered.
 - Delivery of Application Deployment Cloud Map Template Solution: Cloud Map Template Solutions is uploaded onto a secure FTP site for customer retrieval.

Customer mentoring session

Upon delivery of the Cloud Map Template Solution, the HP Software Professional Services specialist will conduct one (1) remote mentoring session for up to two (2) customer technical resources, not to exceed one (1) hour in duration. While not intended as a substitute for formal product training, this session will:

- Review Cloud Map Template Solution contents
- Provide a virtual walk-through of importing HP Cloud Service Automation software policy and how to use it in an HP Cloud Service Automation environment
- Provide access to online resources and tutorials on how to import, execute, and test the Cloud Map

Customer requirements

- Cloud Map Template Solutions are developed for use in a licensed Cloud Service Automation environment that is operational, architected, and includes up to the most recent versions and updates to the Cloud Server Automation software.
- The customer shall provide the licensed application software media required for Cloud Map deployment.
- After Cloud Map Template Solutions are uploaded to a secure FTP site, the customer is responsible for retrieving the Cloud Map Template Solution and deploying it in their environment.

Service eligibility

The customer must provide the following for delivery of this Service:

- If troubleshooting is necessary, provide network connectivity for the HP Software Professional Services specialist.

Service limitations

This Service will be delivered as a single, continuous event. Environments requiring multiple engagements or phases over longer periods of time are not included in this Service, but can be accommodated at additional cost through a Statement of Work. Activities such as, but not limited to, the following are excluded from this Service:

- Planning, design, implementation of HP Cloud Service Automation
- Deployment and customization of the Cloud Map in the customer environment
- Services required due to causes external to HP-maintained hardware or software
- Troubleshooting or fixing the customer’s HP Cloud Service Automation environment

Customer responsibility

- Contact an HP Software Professional Services specialist within ninety (90) days of the date of purchase to schedule the delivery of the Service.
- Coordinate Service deployment on third-party-maintained hardware/software (if applicable) with HP.
- Assign a designated person from the customer's staff who, on behalf of the customer, will grant all approvals, provide information, attend meetings, and otherwise be available to assist HP in facilitating the delivery of this Service.
- Ensure that all Service prerequisites as identified in the Service Eligibility section are met.
- Ensure the availability of all hardware, firmware, and software required by the HP Software Professional Services specialist to deliver this Service.
- Retain and provide to HP upon request all original software / enterprise application licenses, license agreements, license keys, and subscription service registration information, as applicable for this Service.
- Provide reasonable access and working space at the site as HP may reasonably request. The customer will provide HP and HP subcontractor staff standard telephone and dial-up or comparable data access to HP's network at industry-standard speeds. HP shall observe the customer work rules and security and safety policies while performing HP Services at the site, of which HP is informed of in writing in advance and that are not inconsistent with HP's own business practices.

Duration

Delivery of this offsite/remote Service will not exceed a total of three consecutive days in duration.

These days will be delivered as follows:

- Up to one (1) day for project kick-off
- Up to two (2) days for delivery of Template Solution and customer mentoring session

Terms

This offering consists of a consulting and training effort and is governed by the HP Customer Terms. All capitalized terms used in this data sheet, but not otherwise defined, will have the meaning assigned to them in the Terms. In the event of a conflict between this Data Sheet and the Terms, this Data Sheet shall take precedence. For purposes of this data sheet, "Services" shall mean "Professional Services" as defined in Exhibit A of this Data Sheet. Pricing for the Application Deployment Cloud Map offering may vary by country.

This Data Sheet is the Statement of Work for the Services described herein.

Use of the Cloud Map Template Solutions is governed by the End User License for Template Solution Agreement in Exhibit B of this Data Sheet and the Intellectual Property section of this Data Sheet. Template Solutions cannot be distributed or used in any manner except as specifically authorized in Exhibit B.

Payment and validity

This offering will be pre-billed. The customer agrees to pay invoiced amounts within 30 days of the invoice date. The customer must schedule delivery of the offering to be completed within a period of one year from purchase. The customer may not schedule delivery beyond the one-year period. At the end of the one-year period, HP's full obligation to deliver the offering is considered fulfilled and the customer's right to receive the Service will expire.

Change in scope

Changes in scope are not allowed for this Cloud Map. Additional or different Services requested by the customer can be accommodated at additional cost through a Statement of Work.

Intellectual property

HP may provide HP tools, templates, and other pre-existing intellectual property of HP during the course of providing Services ("HP Pre-existing IP"). HP Pre-existing IP does not include, nor is considered a part of, either the Deliverables or HP Software products. HP retains all intellectual property ownership rights in such HP Pre-existing IP, as set forth in the terms governing this document. All HP Pre-existing IP is HP Confidential Information. For purposes of this Data Sheet, HP Pre-existing IP will be: all HP Cloud Map Template Solutions available as part of this HP Cloud Map for Cloud Service Automation offering.

Application Deployment Cloud Map Tier Levels

HP Cloud Maps for Application Deployment are classified into three Tier Levels. The following table describes the functionality provided by each Tier Level:

SKU	Cloud map tier	Template solution functionality description
HP749A1	Tier I	<ul style="list-style-type: none"> • VMware virtual server (leverage customer-provided VMware OS template) • Physical server (includes HP Server Automation OS Build Plan) • Supports DHCP • Single-tier simple and intermediate enterprise applications with: <ul style="list-style-type: none"> – Vendor-provided silent install/uninstall mechanism – Support simple configuration options via HP Server Automation – Example: Perl, MS IIS, MySQL, Apache Tomcat
HP750A1	Tier II	<ul style="list-style-type: none"> • VMware virtual server (leverage customer-provided VMware OS template) • Physical server (includes HP Server Automation OS Build Plan) • Supports DHCP or static IP • Single-tier advanced enterprise applications with: <ul style="list-style-type: none"> – Custom-developed silent install/uninstall – Supports complex configuration options via HP Server Automation – Example: JBoss, Oracle, MS Exchange
HP751A1	Tier III	<ul style="list-style-type: none"> • VMware virtual server (leverage customer-provided VMware OS template) • Physical server (includes HP Server Automation OS Build Plan) • Supports DHCP or static IP • Multi-tier advanced enterprise applications with: <ul style="list-style-type: none"> – Custom-developed silent install/uninstall – Supports complex configuration options via HP Server Automation – Deploy a complete application stack using a tiered model with a single service offering. – Deploy application components on different servers in a required sequence – Automated configuration to take care of the dependencies and passing of required parameters from one tier to another – Subscriber options that allow an end user to modify the application custom attributes for each component (installation path) – Example: MS Exchange with Active Directory, MS SharePoint with MSSQL Database Server

For more information

For more information, contact your HP representative or email HP Software Professional Services in your region:

CF.Cloudmaps.request@hp.com

Exhibit A

The following additional terms are hereby incorporated into this Data Sheet:

1. **Services.** Services means consulting, integration, or technical services performed by HP under this Data Sheet. Services excludes hardware maintenance and repair, software maintenance, education services, or other standard support services provided by HP; software as a service; managed print services; and outsourcing services.
2. **Dependencies.** Customer will comply with the general obligations specified in these Terms, and this Data Sheet, in a timely manner. Customer acknowledges that HP's ability to deliver the Professional Services is dependent upon Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data Customer provides to HP.
3. **Acceptance.** Acceptance of Professional Services occurs upon HP's performance of the Professional Services. Acceptance of Deliverables occurs upon delivery.
4. **Hiring of Employees.** Customer agrees not to solicit, or make offers of employment to, or enter into consultant relationships with, any HP employee involved, directly or indirectly, in the performance of Professional Services hereunder for one (1) year after the date such employee ceases to perform Professional Services under these Terms. Customer shall not be prevented from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such HP employees.
5. **Force Majeure.** Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its non-monetary obligations under these Terms for any period and to the extent that such failure results from any circumstance beyond that party's reasonable control, and which it could not have prevented by reasonable precautions or reasonable efforts provided that the exercise of such reasonable precautions or reasonable efforts will not require the incurrence of any additional cost or expense.
6. **Background Checks.** HP conducts background checks in accordance with HP's policies and procedures.
7. **Authorization to Install Software.** During the provision of Professional Services, HP may be required to install copies of third-party or HP Branded Software and be required to accept license terms accompanying such Software ("Shrink-Wrap Terms") on behalf of Customer. Shrink-Wrap Terms may be in electronic format, embedded in the Software, or contained within the Software documentation. Customer hereby acknowledges that it is Customer's responsibility to review Shrink-Wrap Terms at the time of installation, and hereby authorizes HP to accept all Shrink-Wrap Terms on its behalf.

Exhibit B

Please read carefully: Your use of the Template Solution provided to You as part of, or subsequent to, a services engagement are subject to the terms and conditions that follow (“*Agreement*”), notwithstanding any other terms in other contracts that exist between You and HP. By installing, copying, accessing, or using the Template Solution You agree to the terms of the Agreement. If You are accepting these terms on behalf of another person or company or other legal entity, You represent and warranty that You have full authority to bind that person, company or legal entity to these terms. If You do not agree to these terms, do not download, install, copy, access or use the Template Solution.

1. DEFINITIONS

- a. *You* and *Your* refer either to an individual person or to a single legal entity.
- b. *HP* means Hewlett-Packard Company or one of its subsidiaries.
- c. *Template Solution* means processes, documents, code and/or related materials provided as part of the services as described in the relevant Supporting Material.
- d. *Specification* means the Data Sheet, Administration guide, Process Guide, User Guide, Deployment Guide or Requirement Document, in effect on the date HP delivers Template Solution to You.
- e. *Supporting Material(s)* means an accepted customer order (excluding pre-printed terms) and in relation to that order, valid HP quotations, or invoices, or a data sheet or separately executed statement of work.

2. LICENSE TERMS AND RESTRICTIONS

- a. Subject to the terms and conditions of this Agreement and the payment of any applicable license fee, HP grants You a non-exclusive, non-transferable license to use, copy and modify one copy of the Template Solution for Your internal business purposes, unless otherwise indicated above or in applicable Supporting Material. If pricing for Your license to the Template Solution is related to a services engagement as detailed in a Statement of Work or Data Sheet, You are further limited to use the Template Solution in keeping with the scope of such services engagement. Further, Your use of the Template Solution is subject to these license terms and to the other restrictions specified by HP in any other tangible or electronic documentation delivered or otherwise made available to You with or at the time of purchase of the Template Solution, including license terms, warranty statements, Specifications, Supporting Material, and “readme” or other informational files included in the Template Solution itself. Such restrictions are hereby incorporated in this Agreement by reference.
- b. This Agreement confers no title or ownership and is not a sale of any rights in the Template Solution. Third-party suppliers are intended beneficiaries under this Agreement

and independently may protect their rights in the Template Solution in the event of any infringement. All rights not expressly granted to You are reserved solely to HP or its suppliers. Nothing herein should be construed as granting You, by implication, estoppels or otherwise, a license relating to Template Solution other than as expressly stated above in this [Section 2](#).

- c. Unless otherwise permitted by HP, You (a) may only make copies or adaptations of the Template Solution for archival or back-up purposes, and (b) may not copy the Template Solution onto or otherwise use or make it available on, to, or through any public or external distributed network.
- d. You must reproduce all copyright and confidentiality notices that appear in or on the Template Solution (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.
- e. The Template Solution is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. You are solely liable if the Template Solution is used for these applications and will indemnify and hold HP harmless from all loss, damage, expense, or liability in connection with such use.
- f. You will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Template Solution. Where You have other rights mandated under statute, You will provide HP with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.
- g. Extending the use of the Template Solution to any person or entity other than You as a function of providing services, (i.e.; making the Template Solution available through a commercial timesharing or service bureau) must be authorized in writing by HP prior to such use and may require additional licenses and fees. You may not distribute, resell, or sublicense the Template Solution.

3. CONFIDENTIALITY

- a. The Template Solution contains trade secrets and is HP Confidential. You agree to receive the Template Solution in confidence. You may only use it in accordance with these terms and only by Your employees, agents or contractors who have a need to know such information. You will protect, and will ensure that Your employees, agents and contractors will protect, the Template Solution by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Template Solution as the receiving party uses to protect its own confidential information of a like nature.
- b. Your confidentiality obligation will be for a period of three (3) years after the date of disclosure.

- c. The confidentiality obligations of the parties will not extend to information in the Template Solution that: (1) was in Your possession before receipt from HP; (2) is or becomes publicly known without breach by You; (3) is rightfully received by You from a third party without a duty of confidentiality; (4) is independently developed or learned by You; or (5) is disclosed by You with HP's prior written approval.

4. WARRANTY

THE FOLLOWING LIMITED WARRANTY APPLIES TO THE TEMPLATE SOLUTION UNLESS A STATEMENT OF WORK EXECUTED BETWEEN THE PARTIES SPECIFICALLY INCLUDES A TEMPLATE SOLUTION WARRANTY:

- a. The Template Solution will materially conform to its Specifications. If a warranty period is not specified for the Template Solution, the warranty period will be thirty (30) days from the delivery date.
- b. HP warrants that any physical media containing the Template Solution will be shipped free of viruses.
- c. HP does not warrant that the operation of the Template Solution will be uninterrupted or error free, or that Template Solution will operate in hardware and software combinations other than as expressly required by HP in the Specifications or that Template Solution will meet requirements specified by You.
- d. HP is not obligated to provide warranty services or support for any claims resulting from:
 1. improper site preparation, or site or environmental conditions that do not conform to HP's site specifications;
 2. Your non-compliance with Specifications;
 3. improper or inadequate maintenance or calibration;
 4. Your or third-party media, software, interfacing, supplies, or other products;
 5. modifications not performed or authorized by HP;
 6. virus, infection, worm or similar malicious code not introduced by HP; or
 7. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by You, or other causes beyond HP's control.
- e. If HP provides third-party methodologies, products, software, and services that are not HP Branded, such materials are provided "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such products, software and services may provide their own warranties.
- f. If You provide written notice to HP, within thirty (30) days after delivery of the Template Solution, of any non-conformance with this warranty, HP will attempt to correct any non-conformance confirmed by HP within a reasonable

time. You will provide HP with sufficient information to permit HP to confirm such non-conformance, and will provide assistance and cooperation as reasonably requested by HP to permit HP to attempt to correct such non-conformance. If HP is unable to comply with the foregoing obligations, HP will refund a reasonable portion of the price stated in the Supporting Material or Statement of Work applicable to that Template Solution upon Your prompt return of the affected Template Solution to HP. This will be Your sole and exclusive remedy for a breach of the foregoing warranty.

g. **DISCLAIMER OF WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY WARRANTED IN SECTION 4a AND b ABOVE, HP AND ITS SUPPLIERS PROVIDE THE TEMPLATE SOLUTION "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to You in its entirety.

5. INTELLECTUAL PROPERTY INFRINGEMENT

- a. HP will defend or settle any claim against You alleging that the Template Solution provided under this Agreement infringes intellectual property rights in the country where they were sold, if You:
 1. promptly notify HP of the claim in writing;
 2. cooperate with HP in the defense of the claim; and
 3. grant HP sole control of the defense or settlement of the claim.
 4. HP will pay infringement claim defense costs, HP-negotiated settlement amounts, and court-awarded damages.
- b. HP has no obligation for any claim of infringement arising from:
 1. HP's compliance with Your or third party designs, specifications, instructions, or technical information;
 2. modifications made by You or a third party;
 3. Your non-compliance with the Specifications or the documentation described in Section 2. a above; or
 4. Your use with products, software, or services that are not HP Branded.
- c. This Section 5 states HP's entire liability for claims of intellectual property infringement for the Template Solution.

6. LIMITATION OF LIABILITY AND REMEDIES

Notwithstanding any damages that You might incur, and except for damages for bodily injury (including death) and for the amounts in [Section 5.a](#), the entire aggregate liability of HP and any of its suppliers relating to the Template Solution or this Agreement, and Your exclusive remedy for all of the foregoing, shall be limited to the greater of the amount actually paid by You separately for the Template Solution or U.S. \$5.00.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HP OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, DOWNTIME COSTS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS, DISCLOSURE, UNAVAILABILITY OF OR DAMAGE TO DATA, SOFTWARE RESTORATION, OR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE TEMPLATE SOLUTION, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF HP OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

7. TERMINATION

This Agreement is effective unless terminated or rejected. Notwithstanding the foregoing, this Agreement will also terminate upon conditions set forth elsewhere in this Agreement or if You fail to comply with any term or condition hereof. Immediately upon termination You will destroy the Template Solution and all copies of the Template Solution or return them to HP. You may retain one copy of the Template Solution subsequent to termination solely for archival purposes only. At HP's request, You will certify in writing to HP that You have complied with these requirements. [Sections 4\(g\), 6, 7 and 8](#) of this Agreement will survive termination of this Agreement.

8. GENERAL

- a. If the Template Solution is licensed for use in the performance of a U.S. Government prime contract or subcontract, You agree that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under HP's standard commercial license.
- b. To the extent You export, re-export, or import the Template Solution, technology, or technical data licensed or provided hereunder, You assume sole responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance if You are in violation of any applicable laws or regulations.
- c. You agree that HP may audit Your compliance with this Agreement. Any such audit would be at HP's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments then You will immediately pay HP such underpayments together with the costs reasonably incurred by HP in connection with the audit and seeking compliance with this [Section 8c](#).
- d. Subject to the other terms and conditions of this Agreement, this Agreement is the entire agreement between HP and You regarding Your use of the Template Solution, and supersedes and replaces any previous communications, representations, or agreements, or Your additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement will remain enforceable and unaffected thereby.
- e. HP's failure to exercise or delay in exercising any of its rights under this Agreement will not constitute or be deemed a waiver or forfeiture of those rights.
- f. If the Template Solution is provided to You in a services engagement governed by a services agreement, Statement of Work and/or Data Sheet (the "*Services Agreement*"), the Services Agreement shall also apply to the extent its terms do not conflict with the terms of the Agreement.

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