

HPE OpsRamp Software

1. Overview

- 1.1. HPE OpsRamp Software (the “Service”) is software-as-a-service that provides an IT operations management platform (ITOM) for modern IT environments. HPE OpsRamp Software can manage IT assets running in the data center, public cloud and cloud native environments. Built in the cloud, HPE OpsRamp Software SaaS-based ITOM delivers total visibility across on-premises and multi-cloud environments, centralizes infrastructure monitoring and management of business-critical services, and optimizes operations through automation and integration with existing ITOM and ITSM toolsets.
- 1.2. As part of the Service, HPE authorizes Customer to access the Service during the term in accordance with the Agreement.

2. Core Service Features

- 2.1. HPE OpsRamp Software offers the following capabilities.
 - **Discovery:** Allows customers to auto-discover and monitor all IT resources anywhere across On-Prem, hybrid clouds and multi-clouds for a single source of system health and incident alerts.
 - **Monitoring:** Flexible agentless and agent-based options allow for native resource monitoring via HPE OpsRamp Software or via integrations into existing tools.
 - **Alert Management:** Artificial Intelligence (AIOps) and machine learning deduplicates and suppresses alerts to help reduce alert volumes. Automatic correlation of upstream and downstream alerts for faster root cause identification and resolution.
 - **Remediation and Automation:** Policy based resolution workflows and runbook management improves uptime, reliability and performance. Auto-patching saves time and keeps devices in compliance. Customizable knowledge base, audit recordings and audit trails preserve operational best practices.

3. General Provisions

- 3.1. Service includes certain downloadable software components that must be deployed on Customers’ servers and/or other assets for use of the Service. HPE hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such software during the term of the Service in connection with the use of the Service only.
- 3.2. Customer may use the Service (including the downloadable software components) to provide Customer solutions to Customer’s end users as per Section 2.2 (Use of the Services) of HPE aaS Terms for Customers.
- 3.3. The Service term starts on the Service availability date identified in the Agreement. Service automatically terminates at the end of the Service term and no automatic extensions apply.

If HPE OpsRamp Software was purchased as part of a GreenLake Flex Solution in addition to hybrid observability in GreenLake Flex Solutions or as a standalone Service, the usage of HPE OpsRamp Software entitlements specified in the statement of work as a separate System is not limited to the physical devices that form part of the hardware Units of Measure in the Agreement, if any.

4. Support

Support Includes:

- Guidance and troubleshooting the cloud and/or on-premises components of the Service for:
- **Operation of the Service**
- **Maintenance:** HPE will use reasonable efforts to provide Customer with prior notice of any scheduled maintenance (except for emergency maintenance) and Customer agree to use reasonable efforts to comply with any maintenance requirements that HPE notifies Customer about.
- **Telephone and E-mail:** Support can be accessed by telephone, on-line or using the ‘Help’ button in the HPE OpsRamp Software application on within GreenLake. HPE or its designated support partners will provide support twenty-four hours a day, seven days a week. Such support will be provided solely to Customer or the Service account holder. HPE will have no obligation to accept calls or messages directly from, or otherwise interact directly with, personnel other than Customer or the Service account holder.

Startup support

- If HPE OpsRamp Software was purchased as part of a GreenLake Flex Solution and is new to the Customer environment startup support will apply as follows.
- Customers will receive an introduction to the Service and implementation planning assistance when HPE OpsRamp Software is new to the Customer environment. HPE will further assist with the implementation of the Service, including 1-2 integrations such as HPE Compute and HPE Storage, a demonstration of the Service and sharing additional content available. Implementation assistance is limited to a total of 16 business day hours.
- **Requirements for Support:** As a condition to all HPE’s obligations to provide support, Customer will comply with HPE’s instructions regarding the use of the Service and provide at HPE request, reasonable access to appropriate personnel, records, network resources, and maintenance logs. HPE support is limited to the Service. HPE is not responsible for the operation and general maintenance of Customer’s computing environment. Customer is responsible for Customer’s data backup. HPE is not responsible for any losses or liabilities arising in connection with any failure of data backup processes.

Response times

Support Priority Definitions

Severity	Type of Issue	Initial Response Target	Ongoing Response Target	Method of Contact (Recommended)
Blocker (P1)	Platform issues are categorized as “P1”, if any of the “Remote Consoles, User sessions & Alerts” functionality is impacted across the platform	15 minutes	Updates every 1 hour until resolution	Phone Only
Critical (P2)	Regression issues identified by HPE will be categorized as “P2”	2 Business Hours	1 business day for non-development items Any development effort will be prioritized for the next minor release.	Portal
Major (P3)	Bugs identified will be categorized as “P3”	1 Business Day	Every second Business Day Will be prioritized for next major release after validation	Portal
Minor (P4)	Any issue which is not causing major impact will be	1 Business Day	Every Two Business Days updates will be shared	Portal

5. Advice & Guidance

This optional add-on Service feature is available only in GreenLake Flex Solutions subject to an additional fee.

Working with the Customer, the HPE service expert actively provides advice and guidance to get the most out of the Service. This may include assistance with discovery and dashboarding, optimizing templates and metrics, optimizing reports and add-ons, patching, scripting, and alert automation. HPE OpsRamp Software advice & guidance service if selected to be included provides 4 hours times the quantity of the service purchased, available for the associated term. The scope of this advice and guidance is limited to the HPE GreenLake flex Solutions.

6. Data Retention

Subject to Customer's back up obligations as stated in Section 4.5 of the HPE aaS Terms for Customers, data is retained in the Platform in accordance with the Documentation. Configurable retention period is available only for select data types as indicated in the Documentation.

7. Usage Limits

For each OpsRamp tenant designated as a "Client" tenant, Customer's use of the Services is subject to a maximum data ingestion volume of 1 terabyte (1 TB) per day per "Client" tenant for the following data types: Events, Logs, Network Flow Logs, and Traces (collectively, "Usage Limits"). Customer shall not violate or circumvent Usage Limits or otherwise configure the Services to avoid Usage Limits. HPE may monitor Customer's data ingestion volumes to ensure compliance with Usage Limits. HPE may throttle or otherwise restrict data ingestion if the Customer exceeds the Usage Limits.

8. AI-Enabled Features

The Service includes certain features with artificial intelligence technologies including without limitation machine learning and large language models, developed and managed by HPE or third parties (AI-Enabled Features), the use of which is subject to the additional following terms:

- 8.1. Customer may provide input to the AI-Enabled Features ("Input") and receive output from the AI-Enabled Features based on the Input ("Output"). Input and Output are collectively "Content."
- 8.2. Customer retains any rights to Content and HPE does not claim ownership of Content. By using AI-Enabled Features, Customer grants HPE the right to use and process Content solely to operate, maintain, support, improve, and enhance the Service (including for machine learning purposes), provided that any such use for improvement or enhancement is based on Content that has been aggregated, anonymized, or otherwise abstracted so that it cannot reasonably be linked to Customer or Customer's data, in accordance with the HPE Privacy Statement: <https://www.hpe.com/us/en/legal/privacy.html>.
- 8.3. HPE will not use Content to train or improve large language models used to serve other customers, unless Customer specifically agrees to such use.
- 8.4. AI-Enabled Features may produce inaccurate, incomplete, or unexpected Output. Output is not warranted to be error-free and is provided "as-is" without any warranty. Output is machine-produced and does not necessarily reflect or constitute the opinions, advice, or statements of HPE.
- 8.5. Customer is solely responsible for evaluating the suitability, accuracy, and legality of Output. Customer must apply appropriate human judgment and oversight, especially for decisions that may impact health, safety, legal rights, or significant finances. Customer agrees to use AI-Enabled Features in compliance with all applicable laws and regulations.
- 8.6. Customer will not circumvent, disable, or bypass any safety or security features of the AI-Enabled Features, including content filters or usage restrictions (for example, attempting prompt injection or other methods to induce the AI-Enabled Feature to violate these terms). All uses of AI-Enabled Features must comply with HPE's Acceptable Use Policy available at <https://www.hpe.com/us/en/legal/acceptable-use-policy.html> and must not result in the generation of unlawful, infringing, harmful, or biased Output. Customers are encouraged to report suspected unsafe, inaccurate, harmful, or biased Output through standard HPE support channels. HPE is committed to the responsible and ethical use of AI. For further information, please refer to HPE's AI Ethics Principles available at <https://www.hpe.com/us/en/solutions/artificial-intelligence/ethics.html>.
- 8.7. HPE may use technology provided by third parties to provide certain features and functionality of AI-Enabled

- 8.8. Features. Customer's use of AI-Enabled Features provided by third parties may be subject to the Customer's agreement with such third party (if any), third party's terms of use and other applicable policies. Customer's use of such AI-Enabled Features constitutes its agreement to comply with such third-party terms or policies where applicable.
- 8.9. When Customer enables certain AI-Enabled Features that include third party technology provided by the Customer, Customer authorizes HPE to transmit the Input and the telemetry data within the Service, to the relevant third-party technology solely for the purpose of responding to Customer prompts.

9. Exclusions

9.1. Pre-Release Materials

HPE may make available to Customer certain software, features, functionality, improvements, and/or enhancements in advance of their general availability (Pre-Release Materials). Customer agrees the Pre-Release Materials: (i) are not to be used in a production environment; (ii) may or may not ever be made generally available by HPE as part of an update or otherwise; (iii) are not under warranty or support; (iv) are not at the level of compatibility, performance and/or scalability of the Service as the case may be; (v) may not operate correctly; and, (vi) may be subject to additional terms and conditions that are specific to such Pre-Release Materials. Customer agrees to notify HPE of any bugs, errors or problems with respect to Pre-Release Materials.

- 9.2. HPE support obligations do not apply to any unavailability, suspension or termination of the Service, or performance issues: (i) resulting from a suspension of the Service and/or support as described in this Service Description and the HPE aaS Terms for Customers; (ii) caused by factors outside of HPE reasonable control, including any force majeure event, Internet access or related problems outside the Service; (iii) resulting from any actions or inactions of Customer or any third party; (iv) resulting from Customer equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within HPE direct control); or (v) arising from our suspension and termination of Customer's right to use the Service in accordance with this Service Description and applicable terms (collectively, the Support Exclusions).

10. Definitions

Term	Definition
Platform	The platform accessed by the Customer as part of the Service
Documentation	Documentation relating to the operation and use of the Service, as publicly made available and updated by HPE from time to time.

11. Other Applicable Terms

Terms	Link
HPE aaS Terms for Customers (unless otherwise stated in the Change Order Form.)	hpe.com/psnow/doc/a50009054enw

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