



HPE Fortify on Demand Kick Start Service

Fortify on Demand implementation



HPE Fortify on Demand (“FoD”) Kick Start Service are designed to facilitate implementations of HPE FoD technology and help maximize Customer value. The service begins with mentoring in the usage of FoD and integration into your software

development lifecycle by an expert HPE Fortify consultant (“Consultant”). Assessment of current development practices, definition of required process, education and technology for producing secure software by the Consultant is included in this service.

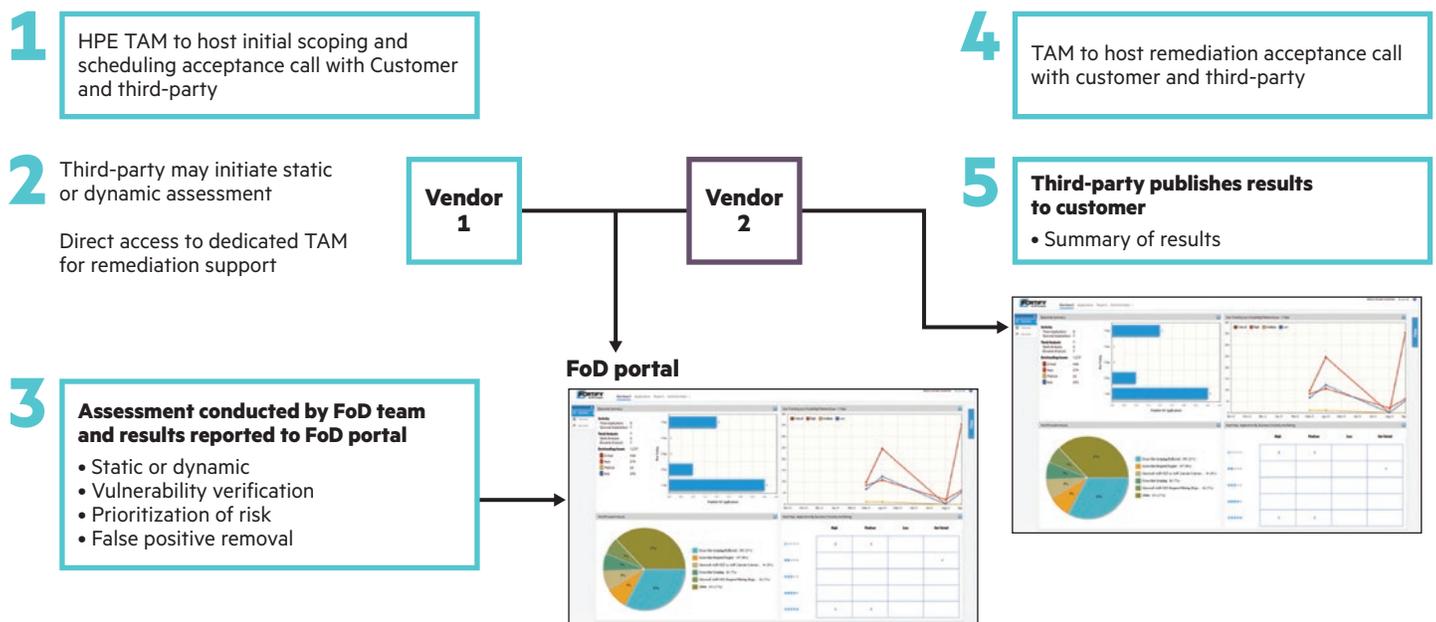


Figure 1. HPE Fortify on Demand process

Service implementation

The HPE FoD Kick Start Service provides for the utilization of HPE FoD technology in a supportable configuration. This service can be applied only to new HPE FoD installations, and is not applicable for HPE Fortify technology upgrades and/or expansions to existing HPE Fortify technology installations. This service will enable your organization to assess the security posture of your in-house developed application and applications licensed from third parties within the shortest time possible while preparing for future capabilities to create secure software by default.

Service planning and deployment

An HPE Fortify Service Delivery Manager (“Delivery Manager”) will schedule the delivery of the service at a time mutually

agreed upon between HPE and the Customer, which shall be during local HPE standard business hours, excluding HPE holidays, unless otherwise agreed by HPE. Any services provided outside of HPE standard business hours will be subject to additional charges. The Consultant will perform the following activities in a session using reasonable efforts not to exceed four (4) hours:

- Kick-off meeting including introductions
- Verification that installation prerequisites have been met
- Confirmation of installation requirements according to returned Customer questionnaire
- Planning the engagement

The Consultant will be available to answer questions during onsite or remote portions of the service delivery.



Application development workshop

Upon completion of the service planning and deployment, the Consultant will conduct a session with one (1) Pilot Application Development Team. This session will not exceed four (4) hours. During this session, the following topics will be addressed with respect to the Pilot Application:

- Design and architecture
- Demonstration
- Development process
- Deployment process

Portal navigation workshop

Upon completion of the Application Development Workshop, the Consultant will perform the following activities in a session using reasonable efforts not to exceed four (4) hours. The Portal Navigation Workshop includes:

- FoD sign-on and Customer sign-off
- User management for up to five (5) user accounts

- Project management for up to two (2) projects
- Application packaging for one (1) pilot application
- Application upload for scanning of one (1) pilot application
- Scan results download for one (1) pilot application

Secure application development workshop

The Consultant will conduct a workshop for a maximum of twelve (12) people from the Application Development organization. During this workshop, the students will be introduced to Secure Application Development. During this session, which it is anticipated will not exceed eight (8) hours, the following topics will be discussed:

- Fundamentals of Security and Risk
- Business impact on failing Application Security
- Application Security Controls
- Trends in Application Security
- Common Security Defects in Java, .NET, or PHP

Remediation workshop

After the completion of the Secure Application Development Workshop, the Consultant will review the scan results of the Pilot Application together with the Application Development Team. The review will be done during one (1) session, which it is anticipated will not exceed eight (8) hours:

- How to consume FoD scan results
- How to use the FoD plug-in
- Understanding important results
- Determining unimportant results
- Discuss how to fix security defects
- Sharing results with appropriate Customers
- Improving next scan

Build integration

FoD provides for the automatic upload of applications for static analysis. The Consultant will assist the development team to set up an FoD build integration for the pilot application. This task will use reasonable efforts not exceeding two (2), eight (8) hour days and includes:

- Manual implementation
- Manual test upload
- Automatic upload

Customer mentoring session

Upon completion of the build integration, the Consultant will conduct a mentoring session for up to twelve (12) Customer attendees, using reasonable efforts not to exceed two (2), eight (8) hour days in duration. While not intended as a substitute for formal product training, this session will:

- Review application risk
- Familiarize the Customer with managing and monitoring the HPE FoD technology
- Review HPE FoD implementation, configuration, and documentation
- Review the Customer's support procedures for HPE FoD

Service eligibility

The Customer must provide the following for delivery of this service:

- A dedicated single point of contact for the services
- For any onsite services delivery, all requisite logistical accommodations to the HPE Services specialist including, but not limited to, adequate physical work location, access to the Customer's network, Internet access, telephone access, and access to the Customer's offices where work will be performed
- For any onsite or remote services delivery, any requisite access to the Customer's network and servers including, but not limited to, VPN token and client software, server names and IP addresses, and administrative user names and passwords. In addition, the Customer will be responsible for all applicable data backup.
- Sufficient network connectivity to support the HPE FoD technology
- HPE FoD subscription for Static, Dynamic, or Static+Dynamic technology

Service limitations

This service will be delivered as a contiguous set of five-day work weeks. Environments requiring multiple engagements or phases over longer periods of time are not included in this service, but can be accommodated at an additional cost through a Statement of Work (SOW).

This service will be delivered under the following assumptions, dependencies, limitations, and exclusions:

- All services, including any mentoring will be delivered in English.
- HPE may choose to deliver the services with qualified sub-contractors.



- This service offering does not include the sale of additional HPE products or support services, which shall require the necessary terms and conditions for such purchase pursuant to separate agreement between the parties.
- The services described in this document do not include delivery of services provided by HPE Software Support, including fixing of software bugs. Customer is responsible for maintaining a valid support contract with HPE and contacting HPE Software Support for support-related issues.
- HPE and Customer acknowledge that successful completion of this service will require full and mutual good faith cooperation. Where agreement, approval, acceptance, consent, or similar action by either party is required by any provision of this service, such action will not be unreasonably delayed or withheld. Customer agrees that to the extent its failure to meet its responsibilities results in a failure or delay by HPE in performing its obligations under this service, HPE will not be liable for such failure or delay.
- Any services or deliverables not clearly specified in this document or services are out of scope and will not be delivered.

In addition, the Customer will be responsible for all applicable data backup.

Customer responsibility

- Contact a Delivery Manager within thirty (30) 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 HPE:
 - 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 HPE in facilitating the delivery of this service.
 - Access to developer familiar with the target application source code and build process.
 - 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 Consultant to deliver this service.
 - Retain and provide to HPE upon request all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service.

Duration

It is anticipated that delivery of this service will not exceed a total of eighty (80) consulting hours over ten (10) continuous days in duration and may be performed remotely, onsite, or using a combination of remote and onsite. This service includes at most two (2) onsite visits by the Consultant. These estimates are for Customer's budget purposes and are not a guarantee that HPE can complete all services within the price currently estimated. If HPE estimates that more time or resources are needed to complete the project, the parties will negotiate a mutually acceptable Change Order, or HPE will stop work when the Spending Authority is exhausted. HPE will not provide services or invoice Customer beyond Customer Spending Authority unless HPE receives additional authorization from the Customer.

Terms

This offering consists of a consulting effort and is governed by the terms specified on the legal quotation document (the "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 Health Check offering may vary by country.

This data sheet is the SOW for the services described herein.

Payment and validity

This offering will be prebilled. 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 six (6) months from purchase. The Customer may not schedule delivery beyond the six (6) months period. At the end of the one-year period, HPE's full obligation to deliver the offering is considered fulfilled, and the Customer's right to receive the service will expire.

Change in scope

This is a fixed price offering and is priced accordingly. Changes in scope can be accommodated through the standard Global services engagement model and will be specified through a separate SOW.

HPE is the global leader in Software Security Assurance enablement. We are committed to helping Customers minimize their application security risk and control their costs of implementing security controls.

Learn more at
[**hpe.com/software/fortifyservices**](https://hpe.com/software/fortifyservices)



Exhibit A

The following additional terms are hereby incorporated into this data sheet:

1. **Services:** Services means consulting, integration, or technical services performed by HPE under this data sheet. Services excludes hardware maintenance and repair, software maintenance, education services, or other standard support services provided by HPE; 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 HPE's ability to deliver the Professional services is dependent upon Customer's full and timely cooperation with HPE, as well as the accuracy and completeness of any information and data Customer provides to HPE.
3. **Acceptance:** Acceptance of Professional services occurs upon HPE'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 HPE 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 HPE 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 nonmonetary 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:** HPE conducts background checks in accordance with HPE's policies and procedures.
7. **Authorization to install software:** During the provision of Professional services, HPE may be required to install copies of third-party or HPE 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 HPE to accept all Shrink-Wrap Terms on its behalf.



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