



ADDITIONAL LICENSE RESTRICTIONS For Quality Management Products Plus Business Availability Center

In addition to HP's standard terms and conditions or a separate Agreement between Licensee and HP or its Suppliers (the "Agreement") the following license restrictions are applicable:

DEFINITIONS:

Capitalized terms not otherwise defined in this Additional License Restrictions document are defined in the governing Agreement..

"Application Monitor" means any discrete physical Instance of the monitored application, whether on the same or separate servers within the customer's infrastructure.

"Application Under Test" or "AUT" means a software application being tested by Software.

"Area" means a license allowing the Software to be used in a single region, defined as the Americas (North, Central and South America and Mexico) or EMEA (Europe, Middle East and Africa) or JAPAC (Japan, Asia and Australia); Area cannot be global or multiple regions. Area is determined where the order for the license is placed, unless the Order documents indicate otherwise.

"BPM Targets" means a script running on a given host which does not count or track Transactions.

"BPM Transaction" means monitored start and stop point step in a script, independent of location.

"Bundle or Bdl" means an offering which includes a Term LTU, Term Support and SaaS.

"Business Process" means the business workflow required to achieve a particular task or goal.

"Cold Standby System" means a standby non-production system which is NOT up and running. If the production system breaks down, or needs to be brought out of service, Licensee is required to switch on and start the Cold System Standby in order to take over for the production system.

"Concurrent" or "CC" Users" means the Software is licensed by the amount of users that simultaneously use the Software at any one point in time. The Software can be installed on any number of computers, provided that the actual usage of the Software does not exceed the number of licenses purchased.

"Controller" means the interface by which a load test is managed and executed. The Controller is used to execute multiple, simultaneous Virtual Users per the scheduler in the Controller.

"CPU" means a system that contains a single central processing unit with a single integrated circuit package with a single discrete processing core.

"Development and Test Systems" means a non-production system to be used only for a) developing Licensee add-on applications in order to access the licensed Software b) migration testing c) pre-production staging or (d) version upgrades/configuration and transition purposes for HP testing products such as Quality Center, Functional Testing, ServiceTest, LoadRunner and Performance Center (including Diagnostics module).

"Device" means an addressable item including but not limited to router, switch, bridge, hub, server, PC, laptop, handheld device or printer that resides within the range defined for interrogation and asset tracking.

"Fail or Failover" means a backup operation that automatically switches the functions of a primary system to a standby server if the primary system fails or is temporarily taken out of service.

"Floating Users" shall mean the maximum number of individuals out of a total user population, authorized by the Customer to access the Software at a given point in time.

"Foundation" means a single Instance of the core or primary components of a software application which enable its basic functionality, and without which the additional modules available for the application are unable to operate. Foundation software may be installed on one or multiple servers, depending on the specific architecture required to enable the functioning of the single Instance.

"Global" or "Gbl" means the right to use Software worldwide as specified in the Software License Information.

"Hot Standby System" means a non-production system which is up and running, ready to take over for the production system if the production system breaks down or needs to be brought out of service.

"Instance" is defined as each implementation of the application installed on a server.

"MSU or Million Service Units" is defined as a measurement of the amount of processing work a computer can perform in one hour. MSU is mainly associated with IBM Mainframe computers.

"Named Casual User" (HP PPM Demand Management) means a Named User that may access APIs, create and view requests, update only the requests the user created, view portals, and run/view reports.

"Named Power User" (HP PPM Demand Management) means a Named User that may access APIs, create and view requests, update requests created by any Demand Management user, review the system portal and run/view reports;

"Named Users" means a specific individual authorized by Customer to access the Software regardless of whether they are actively using the Software.

"Monitored CPU" means a CPU operating on Customer's network that is monitored by Software.

"Non-Production or NP" means internal use which is limited to Development and Test Systems and Hot and Cold Standby Systems. This NP license requires the previous purchase of the equivalent or greater production licenses. Support for NP licenses is restricted to the period of and current status of the equivalent production license.

"Occasional User" means a user who logs into the SaaS Project and Portfolio Management instance once a week or less.

"Points" means the numerical tracking system representing the total number of metrics Licensee is authorized to execute.

"Properties" means an attribute or characteristic describing an object, entity, or artifact exposed in the user interface.

"SaaS" means Software as a Service by which HP operates the Software on customer's behalf on the SaaS Infrastructure, as described in an order document or a Statement of Work (SOW).

"SaaS Infrastructure" means HP's proprietary technology, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic),



network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by HP or licensed to HP from a third party) used in order to deliver SaaS.

“Seat” means only one device is authorized to use the Software within the designated Site at a time.

“Session” means a software connection whether started remotely or locally and whether on a physical machine or a virtual machine.

“Site” means a license allowing the Software to be used at an address (e.g., room number, department number, building number, street address, campus etc.) or a group of addresses specified in the applicable Transaction Document. Site cannot include addresses in multiple countries or states.

“Solution Template” means a superset of HP SiteScope Enterprise Application monitors with pre-defined thresholds and optimized metrics for the underlying application.

“Standard Users” means those users who log into the SaaS Project and Portfolio Management instance more than once a week.

“Suite” means two or more software products combined into a single license offering. The specific software products included in a Suite are specified in the Software Specific License Terms below. Software products included in a Suite are governed by the individual authorizations and use restrictions associated with each software product.

“Term License to Use or Term LTU” means a Software license to use (LTU) which indicates in its license description that the license is valid for a specific period of time such as One Month, One Year(1Y) etc. Term LTU's are not perpetual licenses.

“Term Support” means a fixed period support offering that is only valid during the time period of the associated Term LTU.

“Third Party” means an external entity that is contractually engaged by Licensee to provide services to Licensee, such as consulting or outsourcing services, which require access or use of the Software by such entity.

“Third Party Location” means a location leased or owned by the Third Party.

“Transaction” means a series of distinct actions relevant for monitoring an IT service or process. It is represented and stored in Software as a single, unique measuring capability for a stated Key Performance Indicator (KPI).

“Virtual User” or “VU” means a software process emulating users executing an “end user” use interaction against an AUT.

“Virtual User Days” or “VUDS” means VU's that may be executed in an unlimited number of runs against a single AUT within a single twenty four (24) hour period from first execution. VUD licenses expire 24 hours after the first test.

“Virtual User Generator” or “VUGen” means a utility in the Software to create test scripts.

SOFTWARE SPECIFIC LICENSE TERMS

HP LoadRunner

The HP LoadRunner license and AUT must reside at the same Site but load generation may occur anywhere. Remote control is allowed only when the LoadRunner software and the AUT reside at the same Site. HP LoadRunner Controller & Monitors Software includes unlimited VuGen development licenses which may not be used: (i) stand-alone; (ii) with other HP products; or (iii) with any other product without HP's prior written consent. HP Diagnostics licensed for use with HP LoadRunner may only be used with a licensed HP LoadRunner Controller. HP LoadRunner includes a license for 500 HP SiteScope points. HP SiteScope Software that is bundled as part of the functionality within another HP Software product must be used only with the Software originally licensed, and cannot be used as a stand-alone product, or with other third party or other HP Software without HP's prior written consent. HP Software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed and may not be used for any other purpose.

HP Performance Center

The AUT must reside within the licensed Area and load generation may occur anywhere. With an Area license users of HP Performance Center must reside in the same Area to which HP Performance Center is licensed. With a Global license users of HP Performance Center can reside anywhere worldwide. HP Performance includes an unlimited VuGen license which may not be used: (i) stand-alone; (ii) with other HP products; or (iii) with any other product without HP's prior written consent. HP Performance Center includes a license for 500 HP SiteScope points. HP SiteScope Software that is bundled as part of the functionality within another HP Software product must be used only with the Software originally licensed, and cannot be used as a stand-alone product, or with other third party or other HP Software without HP's prior written consent. Third Party access and use at the Third Party Location is permitted in accordance with the Third Party Use described below. Third Party Use requires an Area or a Global license. If the Third Party Location is outside of the Area licensed by Licensee, then Licensee must obtain a Global license. HP Software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed and may not be used for any other purpose.

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- QC Synchronizer may be used only to develop adapters between QC Requirements and/or Defects with 3rd party tools and other (non-Quality Center) HP software solutions. Synchronization between two or more Quality Center Instances is not allowed.
- For the QC Premier Edition the QC Synchronizer may be used to develop adapters between QC Requirements and/or Defects with 3rd party tools and other HP software solutions. Synchronization between Quality Center Instances (and the Instance itself) is allowed as long as all Quality Center Instances being synchronized are Quality Center Premier Editions.
- QC Synchronizer may not be used to design and develop a new user interface for Quality Center assets. For example, while it is permitted to develop adapters to 3rd party requirements management tool, it is not allowed to develop a custom user interface that lets users modify QC assets without having to log into Quality Center.

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This Software requires an HP Quality Center License for both manual and automated testing. In addition, for automated testing an HP Functional Testing license is required. This Software shall be used only in accordance with the Site, Area or Global license that corresponds with the HP Quality Center license. Third Party access and use at the Third Party Location is permitted in accordance with the Third Party Use described below in the General Terms and Conditions. Third Party Use requires an Area or a Global license. If the Third Party Location is outside of the Area licensed by Licensee, then Licensee must obtain a Global license. HP Software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed and may not be used for any other purpose.

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HP Business Availability Center (BAC) Diagnostics

HP Software licensed for load testing or functional testing purposes shall be used only for the testing (load or functional) function originally licensed and shall not be used for any other purpose.

HP Business Availability Center for SAP Suite

Includes a license to use the following quantities of the following:

- 1 Universal Configuration Management Database Foundation
- 10 Discovery & Dependency Mapping ADVANCED Editions CPUs
- 100 System Availability Management with Site Scope Points
- 10 End User Management with Business Process Monitor Transactions
- 1 SiteScope SAP R/3 Application ServerSolution Template
- 1 SiteScope SAP NetWeaverApplication Server Solution Template
- 1 BPI SAP iDoc Adapter

HP Business Availability Center for Siebel Suite

Includes a license to use the following quantities of the following:

- 1 Universal Configuration Management Database Foundation
- 20 Discovery & Dependency Mapping ADVANCED Editions CPUs
- 200 System Availability Management with Site Scope Points
- 20 End User Management with Business Process Monitor Transactions
- 3 SiteScope Siebel Solution Templates (Siebel Application Server, Siebel Web Server, Siebel Gateway)
- 10 Diagnostics for Siebel CPUs

HP SiteScope Solution Templates

HP SiteScope Solution Templates are licensed per Solution Template per Site. HP SiteScope Solution Templates do not include HP SiteScope Points but do consume them. Customer must have a license for HP SiteScope.

HP Business Availability Center for Service Providers:

Includes a license to use the following quantities of the following:

100 System Availability Management with SiteScope Points
16 Discovery & Dependency Mapping ADVANCED Edition CPUs
50 Service Level Management Points for System Availability Management with SiteScope

HP Business Availability Center for Service Consumers:

Includes a license to use the following quantities of the following:

10 BPM Transactions
10 Service Level Management for BPM Transactions

HP SiteScope Application Monitors

HP SiteScope Application Monitors do not include HP SiteScope Points but do consume them. Customer must have a license for HP SiteScope. HP SiteScope Application Monitors can be used on multiple servers.

HP Site Scope Failover

SiteScope Failover is a special version of SiteScope that includes automated mirroring and Failover functionality. It enables you to implement Failover capability for infrastructure monitoring by provisioning for backups, redundant, and failover mechanisms.

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