

# Additional License Authorizations

for HP Quality Center, HP Performance Center, HP Project & Portfolio Management Center, HP SOA Center and HP Universal CMDB / Discovery & Dependency Mapping Software products



## Product use authorizations

This document provides Additional License Authorizations for the following Software products in the Quality Center, Performance Center, Project & Portfolio Management Center, SOA Center and UCMDB/Discovery & Dependency Mapping Center of HP's Business Technology Optimization Software:

- HP Business Process Testing
- HP Center Management for Performance Center
- HP Change Impact Testing
- HP Discovery & Dependency Mapping
- HP LoadRunner/Performance Center Diagnostics
- HP Functional Testing
- HP LoadRunner
- HP Performance Center
- HP Project & Portfolio Management
- HP Quality Center
- HP Quality Center Synchronizer SDK
- HP Service Test
- HP Service Test Management
- HP SOA Registry Foundation
- HP SOA Systinet Standard Edition
- HP SOA Systinet Visibility Edition
- HP Universal CMDB
- HP Unified Functional Testing

## Definitions

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

Term	Definition
<i>Adapter</i>	means the test management adapter software developed by Licensee using the QC Synchronizer SDK to enable the test management HP Software to properly interoperate, during run-time, with the Designated Application or Technology.
<i>Agent</i>	means that portion of the Software that manages and is required for each physical server, virtual server or container.



<b>Term</b>	<b>Definition</b>
<i>Application Monitor</i>	means any discrete physical Instance of the monitored application, whether on the same or separate servers within the Licensee's infrastructure.
<i>Application Under Test or AUT</i>	means a software application being tested by Software.
<i>Area</i>	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, Pacific Rim and Australia); Area cannot be global or multiple regions. Area is determined where the order for the license is placed, unless the applicable Transaction Documents indicate otherwise. Area licenses cannot be moved to an alternate Area from where the original order was placed, without paying to HP a geographic relocation fee.
<i>Bundle or Bdl</i>	means an offering which includes a Term LTU, Term Support and SaaS.
<i>Cold Standby System</i>	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.
<i>Concurrent or CC Users</i>	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.
<i>Connector or Conn</i>	means an integration element to a certain software, format or function through use of the HP Software Product.
<i>Controller</i>	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.
<i>CPU</i>	means a system that contains a single central processing unit with a single integrated circuit package with a single discrete processing core.
<i>Designated Application or Technology</i>	means that certain Licensee proprietary or third party software application, operating system, middleware or other technology platform, standard, protocol or functionality.
<i>Development and Test Systems</i>	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, Service Test, LoadRunner and Performance Center (including Diagnostics module).
<i>Device</i>	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.
<i>Fail or Failover</i>	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.
<i>Floating Users</i>	means the maximum number of individuals out of a total user population, authorized by the Licensee to access the Software at a given point in time.
<i>Foundation</i>	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.
<i>Global or Gbl</i>	means the right to use Software worldwide as specified in the Software License Information.
<i>Hot Standby System</i>	means a non-production system which is up and running, ready to take over from the production system if the production system breaks down or needs to be taken out of service.
<i>Instance</i>	is defined as each implementation of the application installed on a server.
<i>Managed Server</i>	means a computer system or computer system partition for which a bootable program is installed. Personal computers, primarily serving the use of a single individual are not considered to be a Managed Server.
<i>Monitored CPU</i>	means a CPU operating on Licensee's network that is monitored by Software.
<i>Multiprotocol Virtual User or MVU</i>	means Virtual Users that combine 2 or more protocols into a single Virtual User script.



<b>Term</b>	<b>Definition</b>
<i>Named Casual User</i>	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.
<i>Named Power User</i>	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.
<i>Named Users</i>	means a specific individual authorized by Licensee to access the Software regardless of whether they are actively using the Software.
<i>Non-Production or NP</i>	means internal use which is limited to Use on a 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.
<i>Occasional User</i>	means an user who logs into the SaaS Project and Portfolio Management instance once a week or less.
<i>Operating System Instance or OS Instance</i>	means each implementation of the bootable program that can be installed onto a physical system or a partition, such as system Virtual Machines, virtual environments, virtual private servers, containers, guests and zones, within the physical system. A physical system can contain multiple Operating System Instances.
<i>Properties</i>	means an attribute or characteristic describing an object, entity, or artifact exposed in the user interface.
<i>Remote Access</i>	means the act of accessing a computer over the network from an originating location remotely removed from the Site or the location of the computer being accessed or controlled.
<i>SaaS</i>	means Software as a Service by which HP operates the Software on Licensee's behalf on the SaaS Infrastructure, as described in an order document or a Statement of Work (SOW).
<i>SaaS Infrastructure</i>	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.
<i>Seat</i>	means only one device is authorized to use the Software within the designated Site at a time.
<i>Site</i>	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 multiple addresses or addresses in multiple countries or states. Site licenses cannot be moved to an alternate Site after the original purchase without paying to HP a geographic relocation fee.
<i>Standard Users</i>	means those users who log into the SaaS Project and Portfolio Management instance more than once a week.
<i>Suite</i>	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.
<i>Term License to Use or Term LTU</i>	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( 1M) , One Year(1Y) etc. Term LTU's are not perpetual licenses.
<i>Term Support</i>	means a fixed period support offering that is only valid during the time period of the associated Term LTU.
<i>Third Party</i>	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.
<i>Third Party Location</i>	means a location leased or owned by the Third Party.
<i>Third Party Use</i>	means as authorized in the Software Specific License Terms, Licensee may permit a Third Party to access and use the Software on Licensee's behalf for the sole purpose of providing services to Licensee, provided that; (i) If Licensee has a Site License then a Third Party may use the Software only at Licensee's site (ii) for geographically restricted licenses Licensee has purchased the required Area or Global license for use at Third Party's Location,(iii) Licensee designates Third Party as Licensee's designated personnel under HP's support and maintenance services, (iv) Licensee indemnifies HP for the use of the Software by the Third Party. Third Party may not use the Software for their own internal business purposes, nor permit any other third party to access the Software (v) Licensee shall provide written notice to HP of the Third Party's name and the address of Third Party's Location and (vi) Upon the termination or expiration of Third Party's services to Licensee, Licensee shall promptly instruct the Third Party to remove and return all Software in its possession to Licensee. Licensee shall promptly notify HP of such termination or expiration.
<i>Transaction</i>	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).



<b>Term</b>	<b>Definition</b>
<i>Virtual User or VU or Vuser</i>	means a software process emulating users executing a use case interaction against an AUT.
<i>Virtual User Days or VUDS</i>	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 are considered Term Licenses valid for 24 hours after the first execution. VUDS expire one (1) year after the date of purchase.
<i>Virtual User Generator or VUGen</i>	means a utility in the Software to create test scripts.

## Software specific license terms

### HP Business Process Testing

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### HP Discovery and Dependency Mapping Standard Edition

HP Discovery and Dependency Mapping Standard Edition is licensed per OS Instance. Licensee is entitled to integrate third party (non-HP ) data sources to extend discovery. Server data integrations require one license for each Managed Server to extend discovery. Licensee is entitled to 1 HP Discovery and Dependency Mapping Inventory license for every 1 HP Discovery and Dependency Mapping Standard Edition OS Instance.

### HP Functional Testing

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Virtual User licenses are Used per each Virtual User type included in an individual Virtual User script. For example, a single protocol Virtual User script which includes the Web (HTTP/HTML) Virtual User type will Use a single license from the HP LoadRunner Web & Multimedia license bundle. A Multiprotocol Virtual User script will Use one Virtual User license from the license bundle for each Virtual User type included in the Virtual User script. For example, a Multiprotocol Virtual User script which includes both Web (HTTP/HTML) Virtual User type from the HP LoadRunner Web and Multimedia Bundle and the Web Services Virtual User type from the HP LoadRunner SOA bundle will Use two licenses; one each from the two separate license bundles.

## HP Performance Center

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The Virtual User licenses are grouped in bundles, which are collections of virtual users that support similar technologies, environments or protocols. Virtual User licenses are Used per each Virtual User type included in an individual Virtual User script. For example, a single protocol Virtual User script which includes the Web (HTTP/HTML) Virtual User type will Use a single license from the HP Performance Center Web & Multimedia license bundle. A multi-protocol Virtual User script will Use one Virtual User license from the license bundle for each Virtual User type included in the Virtual User script. For example, a multi-protocol Virtual User script which includes both Web (HTTP/HTML) Virtual User type from the HP LoadRunner Web and Multimedia Bundle and the Web Services Virtual User type from the HP Performance Center SOA bundle will Use 2 licenses; one each from the two separate license bundles.

HP Performance Center Enterprise Protocol Suite licenses include all protocols supported by Performance Center, excluding the DCOM/COM protocol. HP Performance Center Enterprise Protocol Suite licenses also include 5 HP Performance Center GUI Virtual User licenses and 5 HP Functional Testing seat license to be used with Performance Center for Performance Testing only.



## HP Quality Center

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- QC Synchronizer may be used only to develop adapters between QC Requirements and/or QC Defects with 3<sup>rd</sup> 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 3<sup>rd</sup> 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 Premier Edition includes the right to use as many high availability servers as required within a single production QC Premier installation/cluster. High Availability Server may not be used to set up a separate QC Instance. For QC Enterprise Edition, each High Availability Server is priced separately within installation/cluster.

## HP Quality Center Synchronizer SDK

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## HP Unified Functional Testing

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## HP Universal CMDB Integration Managed Server Software

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Term	Definition
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C.	To the extent this restriction is not prohibited under applicable law, Licensee shall not disclose to any third party the results of (i) any performance benchmarks Licensee runs on Software Products themselves, or any portion thereof, or (ii) specific detailed comparisons Licensee makes between Software Products, or any portion thereof, and any Licensee or third-party product, in each case under (i) and (ii) without the prior written consent of HP.

## Technology for better business outcomes

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