

# Additional License Authorizations

for HP CMS Service Management products



## Product use authorizations

This document provides Additional License Authorizations for the following Software products in the Next Generation Operations Support System (NGOSS) domain of HP Communications & Media Solutions Business Unit

- HP Service Management Foundation (SMF)
- HP Service Management Foundation (SMF) Upgrade
- HP Service Quality Management (SQM) Service Adapter
- HP Service Quality Management (SQM) Dataload and Discovery Pack
- HP Service Quality Management (SQM) Active Probing Pack
- HP Service Quality Management (SQM) Service Designer
- HP Universal SLA Manager software licensed as a set of LTUs for a number of SLA Points
- HP Universal SLA Manager software licensed as a LTU for a Platform and a set of LTUs for Customer contracts

## Definitions

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

Term	Definition
Core	means the sub-component of the CPU that actually performs the reading and executing of the instruction. Single-core processors can only process one instruction at a time. Multiple-core processor a processing system composed of two or more independent cores.
CPU	means central processing unit (CPU) also referred to as processor. It is a system that contains a single central processing unit with a single integrated circuit package with a single discrete processing core
Development and Test System or Dev/Test	means a non-production system which has the HP Software Products installed, and is concurrently running some or all of the product's processes for the purpose of a) developing Licensee add-on applications; b) migration testing; c) pre-production staging; d) version upgrades/configurations and transition purposes or e) high availability or disaster recovery.
E-LTU and E-Media	means products which are electronically delivered only, and as such any references to FOB Destination or delivery methods that are stated on Your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
E-RTU and E-Media	means products which are electronically delivered only and as such any references to FOB Destination or delivery method that are stated in Licensee's purchase order other than electronic shall be null and void with respect to these E-RTU or E-Media products.
Instance	means each implementation of the application installed on a Server.
SM Key Performance Indicator or SM KPI	means the numerical tracking system representing the total number of metrics Licensee is authorized to execute.
LTU	means License To Use. License to Use is used when a license key is required to enable product use.
Object	Network objects are physical, logical or service entities. An object may represent a logical facility (function, feature, capability...) or physical equipment used in the provision of a service.
Platform	Means a set of systems located in one single geographical location that runs any number of HP Universal SLA Manager Production System with one single HP USLAM Repository together with any number of cluster Servers or test Servers.
RTU	means Right To Use. Right to Use is used when there is no license key required to enable the product use
Server	means any designated computer system in which an Instance or Instances of the Software is installed.
SLA	means each individual Service Level Agreement object that is defined, activated and computed by the Universal SLA Manager application.
SLA Clause	A SLA Clause is a distinct article in a SLA that is defined for a particular metric with a particular service level for a given service and customer.
SLA Manager	means the Universal SLA Manager database that stores the SLA definitions and SLAs

Repository	instances for one HP Universal SLA Manager Foundation
SLA Pack	means a pre-defined number of SLA Clauses that can be purchased
SLA Points	For the Clause Model (referred to in section 6 below) SLA Point corresponds to 10 SLA Clauses; for the Contract Model (referred to in section 6 below), 100 SLA Points correspond to a single USLAM Customer Contract
SLA Reporting Points	One SLA Reporting Points is required for each SLA Points to enable reporting
USLAM Customer Contract	Means each individual Contract, for a particular Customer, which contains any number of Service Level Agreement.

## Software specific license terms

For Software products with software specific license terms, these terms are described below. Software Products covered by this additional license authorization (as listed on the first page under Product use authorizations) and not covered in this section do not have software specific license terms.

HP NGOSS Service Management Software products are Operating Systems independent. Note that all products may not be available on all platforms (please refer to the HP NGOSS Service Management Support Matrix available from the HP Support Web site).

The following license terms are applicable for HP NGOSS Service Management Software products:

### 1. HP Service Management Foundation

- HP Service Management Foundation KPIs License entitles Licensee to use HP Service Management Foundation Software for the number of KPIs purchased within the license.
- HP Service Management Foundation KPIs License includes HP Business Technology Optimization SiteScope licenses and one HP Business Technology Optimization Business Availability Center System Availability Management (BAC-SAM) without SiteScope Point for each KPI instance being collected. HP SiteScope Points license included in HP Service Management Foundation KPIs License is limited to use on one HP SiteScope server only.
- HP Service Management Foundation KPIs license can be used on multiple SiteScope servers when located in the same physical site.
- HP Service Management Foundation KPIs licensed for load testing purposes shall be used only for the testing function originally licensed.
- Licensee must have a separate HP Business Technology Optimization SiteScope license in order to use HP SiteScope license for other purpose than the collection of KPIs that feed the HP Service Management Foundation.
- HP Service Management Foundation KPIs license do NOT include HP Business Technology Optimization Discovery & Dependency Mapping licenses. Licensee must have a separate HP Business Technology Optimization Discovery & Dependency Mapping license in order to use HP Service Management Foundation KPIs License.

### 2. HP Service Management Foundation Upgrade

- HP Service Management Foundation Upgrade KPIs License entitles Licensee to use HP Service Management Foundation Upgrade Software for the number of KPIs purchased within the license.
- HP Service Management Foundation Upgrade KPIs license do NOT include HP Business Technology Optimization SiteScope licenses.
- Licensee must have a separate license for HP SiteScope.
- HP Service Management Foundation Upgrade KPIs License do NOT include HP Business Technology Optimization Business Availability Center System Availability Management (BAC-SAM) without SiteScope Point licenses.
- HP Service Management Foundation Upgrade KPIs License can be used on multiple SiteScope servers when located in the same physical site.
- HP Service Management Foundation Upgrade KPIs Licensed for load testing purposes shall be used only for the testing function originally licensed.
- HP Service Management Foundation Upgrade KPIs License do NOT include HP Business Technology Optimization Discovery & Dependency Mapping licenses. Licensee must have a separate HP Business Technology Optimization Discovery & Dependency Mapping license in order to use HP Service Management Foundation Upgrade KPIs License.

### 3. HP SQM Service Adapter

- HP SQM Service Adapter license entitles Licensee to integrate HP and third party (non-HP) data sources to collect Key Performance Indicators.
- HP SQM Service Adapter license can be used with HP Service Management Foundation KPIs or HP Service Management Foundation Upgrade KPIs License deployed on multiple servers when located in the same physical site.

**Service Adapters Standard** include the collection of Key Performance Indicators from the HP or Third Party software interface (for instance Coma Separated Value (csv) files and SQL queries) without requiring data transformation before the collected Key Performance Indicators are published to the HP Service Quality Management Foundation/ HP Service Management Foundation Upgrade software.

**Service Adapters Premium** include adaptations to HP or Third Party software interface (such as software development to integrate to an application programming interface, a protocol stacks, etc), data transformation (such as further computation of the received data) into Key Performance Indicators, and the collection of Key Performance Indicators published to the HP Service Quality Management Foundation/ HP Service Management Foundation Upgrade software.

### 4. HP SQM Dataload and Discovery Pack

- HP SQM Dataload and Discovery Pack entitles Licensee to integrate HP and third party (non-HP) data sources to extend discovery.
- HP SQM Dataload and Discovery Pack requires HP Business Technology Optimization Discovery & Dependency Mapping licenses.
- HP SQM Dataload and Discovery Pack license does NOT include HP Business Technology Optimization Discovery & Dependency Mapping licenses. Licensee must have a separate HP Business Technology Optimization Discovery & Dependency Mapping license in order to use HP SQM Dataload and Discovery Pack license.

**Dataload and Discovery Pack Standard** discover service element Instances and service logic data through a simple interface (such as shell script or SQL queries). Service element Instances may represent a logical abstraction or physical equipment used to model a service. Service logic represents the relationships between service elements Instances used to represent the topology of a service.

**Dataload and Discovery Pack Premium** include adaptations to HP or Third Party software interface (such as software development to integrate to an application programming interface, a protocol stacks, etc), discovery of service element Instances and creation of service element Instances relationships needed to represent the topology of a service.

### 5. HP SQM Active Probing Pack

- HP SQM Active Probing Pack license entitles Licensee to integrate third party (non-HP) active probing systems data sources to collect Key Performance Indicators.
- HP SQM Active Probing Pack license can be used with HP Service Management Foundation KPIs or HP Service Management Foundation Upgrade KPIs License deployed on multiple servers when located in the same physical site.

**Standard active Probing Pack** discover service element Instances and service logic data through a simple interface (such as shell script or SQL query) and collect Key Performance Indicators directly from the third party software interface without requiring data transformation before the collected Key Performance Indicators are published to the HP Service Quality Management Foundation/ HP Service Management Foundation Upgrade software.

**Premium active Probing Pack** include adaptations to the third party software interface (such as software development to integrate to an application programming interface, a protocol stacks, etc), discovery of service element Instances, creation of service element instance relationships needed to

represent the topology of a service, data transformation (such as further computation of the received data) into Key Performance Indicators, collection of Key Performance Indicators published to the HP Service Quality Management Foundation/ HP Service Management Foundation Upgrade software. Service element Instances may represent a logical abstraction or physical equipment used to model a service. Service logic represents the relationships between service elements Instances used to represent the topology of a service.

#### **6. HP SQM Service Designer**

- HP SQM Service Designer license can be used with HP Service Management Foundation KPI or HP Service Management Foundation Upgrade KPIs License deployed on multiple servers when located in the same physical site.
- HP SQM Service Designer license do NOT include the 3<sup>rd</sup> party pre-requisite Software Borland<sup>®</sup> Together<sup>®</sup> from Micro Focus Ltd.

The HP Universal SLA Manager software is licensed in two different and exclusive ways :

- As a set of LTUs for a number of SLA Points – the “Clause model”
- Or as a LTU for a Platform and a set of LTUs for Customer contracts, in either case by licensing the appropriate number of Points – the “Contract model”

#### **7. HP Universal SLA Manager software licensed as a set of LTUs for a number of SLA Points**

##### **a. HP Universal SLA Manager Packs of SLA Points**

- HP Universal SLA Manager Packs of SLA Points license entitles Licensee to use HP Universal SLA Manager core software for the number of SLA Points purchased within the license. HP Universal SLA Manager Packs are available in following packs: HP Universal SLA Mgr 100Pt 0-200 Pts, HP Universal SLA Mgr 100Pt 200-2KPts, HP Universal SLA Mgr 1KPt 2K-10K Pts, HP Universal SLA Mgr 5KPt 10K-50KPts, HP Universal SLA Mgr 10K 50K-200KPts and HP Universal SLA Mgr 50K 200K-1M Pts
- One SLA Point is required for each set of 10 SLA Clauses that are activated.
- The Unlimited HP Universal SLA Mgr Unltd 1M+ Pts Pack entitles Licensee to use the HP Universal SLA core software for an unlimited number of SLA Clauses.
- HP Universal SLA Manager Points license use is limited to a single SLA management environment. A single SLA management environment is any number of systems using a single “Universal SLA Manager Repository”, and any associated systems required for backup, tests, training and demo.
- Customer is required to purchase appropriate number of SLA packs, with a minimum of 1 SLA pack of 100 points.

##### **b. HP Universal SLA Manager Packs of SLA Reporting Points**

- HP Universal SLA Manager Packs license of SLA Reporting Points entitles Licensee to use HP Universal SLA Manager Reporting software for the number of SLA Reporting Points purchased within the license. HP Universal SLA Manager Packs of SLA Reporting Points are available in following packs: HP U SLA Mgr Report 100Pt 0-200Pt, HP U SLA Mgr Report 100Pt 200-2KPt, HP U SLA Mgr Report 1KPt 2K-10KPt, HP U SLA Mgr Report 5KPt 10K-50KPt, HP U SLA Mgr Report 10K 50K-200KPt and HP U SLA Mgr Report 50K 200K-1MPt.
- One SLA Reporting Point is required for each SLA point that is ordered for each set of 10 SLA Clauses that are activated.
- The Unlimited HP U SLA Mgr Report Unltd 1M+ Pt SLA Reporting Pack entitles Licensee to use the HP Universal SLA Manager Reporting software for an unlimited number of SLA Clauses.
- HP Universal SLA Manager Reporting license use is limited to a single SLA management environment. A

single SLA management environment is any number of systems using a single “Universal SLA Manager Repository”, and any associated systems required for backup, tests, training and demo.

- Customer is required to purchase appropriate number of SLA Reporting packs, with a minimum of 1 SLA Pack of 100 points.
- The Reporting Point license includes one Business Object Enterprise Premium license and one Business Object Data Services license and may solely be used for Universal SLA Manager reporting purposes.

## **8. HP Universal SLA Manager software licensed as a LTU for a Platform and a set of LTUs for Customer contracts**

### **a. HP Universal SLA Manager (licensed per platform)**

- HP Universal SLA Manager is sold as a LTU per Platform. A USLAM Platform is any number of systems using a single “Universal SLA Manager Repository”, and any associated systems required for backup, tests, training and demo.
- An HP USLAM license is not restricted in its use by the number of operators.

### **b. HP Universal SLA Manager Foundation for HP Universal SLA Manager (licensed per platform)**

- HP Universal SLA Manager Foundation License entitles Licensee to use HP Universal SLA Manager Foundation Software for the number of Customer contracts purchased together with the license.
- HP Universal SLA Manager Foundation License provides 2 Customer contracts that are bundled together with the USLAM Foundation.
- One HP Universal SLA Manager Foundation license is required for each single USLAM Platform.
- Customer is required to purchase appropriate number of USLAM Contracts by purchasing the associated number of SLA Points

### **c. HP Universal SLA Manager Reporting for HP Universal SLA Manager (licensed per platform)**

- HP Universal SLA Manager Reporting License entitles Licensee to use HP Universal SLA Manager Reporting for one single Platform.
- One HP Universal SLA Manager Reporting license is required for each single USLAM Platform.
- The license includes the Business Object Web Intelligence license and Business Object Data Services license for Universal SLA Manager Reporting use only.

### **d. HP Universal SLA Manager Packs of SLA Points**

- HP Universal SLA Manager Packs of SLA Points license entitles Licensee to use HP Universal SLA Manager core software for the number of SLA Points purchased within the license for the required number of Customer contracts.  
Up to twenty (20) Contracts can be defined in USLAM Repository that do not refer to a Service Provider’s Customer as a Party but to a Service Provider’s internal organization or Service Provider’s Supplier with no need for a License.
- HP Universal SLA Manager Packs are available in following packs: HP Universal SLA Mgr 100Pt 0-200 Pts, HP Universal SLA Mgr 100Pt 200-2KPts, HP Universal SLA Mgr 1KPt 2K-10K Pts, HP Universal SLA Mgr 5KPt 10K-50KPts, HP Universal SLA Mgr 10K 50K-200KPts and HP Universal SLA Mgr 50K 200K-1M Pts
- HP Universal SLA Manager Points license use is limited to a single USLAM Platform.



## Additional license terms

The Software described in this Additional License Authorization (“ALA”) is governed by the agreement set forth on the quote for the order referencing this Software. The terms of this ALA shall govern delivery of the Software and specifically take precedence over any different terms in such agreement to the extent of a conflict.

Term	Definition
A.	Software contains Software and associated Specifications licensed from third parties that are confidential to, and trade secrets of, such parties. Licensee will not take any action other than to Use it as authorized under the Agreement as part of the Software Products and will not disclose it to third parties.
B.	Licensee shall install and use the Software as authorized in the applicable Agreement only as a complete product and may not use portions of such Software on a standalone basis separate from the complete Software unless expressly authorized in the Transaction Documents, Specifications or an applicable Agreement.
C.	Third party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Licensee are reserved solely to HP or its suppliers.
D.	Licensee must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to Internal Use.
E.	Licensee may not Use or allow any other person or entity to Use Software or Support for the provision of commercial timesharing, service bureau, managed, outsourcing, ASP, subscription or other services to any person or entity without written authorization from HP, pursuant to additional terms and conditions or a separate written agreement for such Use and where applicable licenses and fees.
F.	Licensee agrees that HP may audit relevant books and records (including electronic), devices computers and systems of Licensee and its service providers, consultants and contractors (collectively, “Contractors”) relating to the Software in order to verify Use of the Software in compliance with the Software license terms (“License Terms”). HP may make copies of any such books and records. HP may conduct the audit itself, or at its option may use an independent third party. Audits may be conducted at any sites of Licensee, and its Contractors where copies of the Software are installed, Used or accessed, including remotely. HP will bear its own costs in connection with an audit. HP shall provide at least twenty one (21) calendar days prior notice of any audit, except when it has reasonable cause to suspect that there is an infringement of its intellectual property rights, in which case only two (2) working days’ notice is required. Any audit would be performed during Licensee’s normal business hours in a manner that minimizes disruption to Licensee’s business. Licensee and its Contractors shall provide HP and its auditor with all assistance reasonably required in order to carry out the audit. If an audit reveals underpayments, then Licensee will pay HP such amounts invoiced by HP based on the prices for the Software license and Support fees specified in the local published HP price list in effect on the date of completion of the audit. If the underpayment exceeds by 5% the prices payable by Licensee for the Software and Support during the period covered by the audit, then Licensee will also pay the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section. HP’s rights and remedies in this section shall be without prejudice to any additional rights or remedies it may have at law or in equity for Licensee’s non-compliance with these License Terms. Licensee shall cause its Contractors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.

## Technology for better business outcomes

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