

ADDITIONAL LICENSE AUTHORIZATIONS

For HP Foundation Center Software products

PRODUCT USE AUTHORIZATIONS

This document provides Additional License Authorizations for the following Software products in the Foundation Center (previously called the Universal CMDB / Discovery and Dependency Mapping Center) of HP's IT Performance Suite Software:

Products

HP Discovery and Dependency Mapping

HP Enterprise Collaboration

HP Operations Orchestration

HP Universal CMDB

HP Universal CMDB Configuration Manager

Definitions

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

Term	Definition
<i>Administrative User</i>	means a specific individual authorized to execute the workflow.
<i>Application Instance or ApplInstance</i>	<p>means a monitored environment running an instance of an application</p> <ul style="list-style-type: none">For Java based applications, ApplInstance is one JVM.For Web Application Servers, ApplInstance is one Server that runs on a Java Virtual Machine (JVM) and has its own configuration.For .NET based application, ApplInstance is one windows process that runs .net (one worker processes).For Microsoft® Enterprise Servers (e.g., Exchange, Active Directory, Office Communications Server, Sharepoint, Biztalk, ISA etc.) ApplInstance is any monitored installation of any of the Servers.For WMQ ApplInstance is one MQ Queue Managerinstance. For CICS and IMS applications, ApplInstance is one CICS/IMS region that the monitored application (or part of it) is being hosted in.For SAP Netweaver ABAP stack, ApplInstance is one Dialog or Central Instance. For Netweaver Java stack, ApplInstance is one JVM. Technically, for SAP Netweaver ApplInstance is the unique combination of the hostname, System ID of the SAP system and System Number of the SAP system (two-digit numeric value) to identify an instance.For Tuxedo servers, ApplInstance is one Tuxedo instance.For Siebel, ApplInstance is one database instance, one application server or one web server.For an Oracle® database, ApplInstance is one SID (Oracle system ID) in a database environment, including the RDBMS software, table structure, stored procedures and other functionality.For Microsoft SQL Server, ApplInstance is one SQL Server service with its own port, logins and set of system and user databases. <p>For Sybase and Informix Server, ApplInstance is one Server with its own logins and set of system and user databases.</p>
<i>Bundle or Bdl</i>	means an offering which includes a Term LTU, Term Support and SaaS.



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Term	Definition
<i>Client</i>	means any application or systems which provide functionality separate from that of the Software while providing for the facility to connect to and interact with the Software.
<i>Composite Configuration Item or CCI</i>	means a leading Configuration Item which is (or will be) under the control of Configuration Management and under which other component or resource CIs are grouped/folded together for the sole purpose of managing their configuration as a single unit. For example, CPUs are part of a host, so the composite CI of a host encompasses the CPUs within its managed configuration. CCIs include, but are not limited to, business services, applications, servers, Virtual Machines, and network devices.
<i>Concurrent Users 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>Configuration Item or CI</i>	means a physical, logical or conceptual entity that is part of the environment, has configurable attributes, and is important to the business.
<i>Connector or Conn</i>	means an integration element to a certain software, format or function through use of the HP Software Product.
<i>Core</i>	means the server side component of software. Is typically complemented by an Agent component.
<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>Device or Dev</i>	means an addressable entity, physical or virtual, including but not limited to router, switch, bridge, hub, server, PC, laptops, handheld device or printer that resides within the range defined for interrogation and asset tracking.
<i>EC Adapter</i>	means an integration adapter for HP Enterprise Collaboration that allows HP Enterprise Collaboration users to attach application objects to an HP Enterprise Collaboration conversation.
<i>E-LTU and E-Media</i>	means products which are electronically delivered only, and as such any reference to FOB Destination or delivery methods that are stated on Licensee's purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
<i>Internal Use</i>	means access and Use of the Software for purposes of supporting the internal operations or functions of Licensee.
<i>LTU</i>	means License To Use
<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 serving the use of a single individual are not considered to be a Managed Server.
<i>Named User or Nmd User</i>	means a specific individual authorized by Licensee to access the Software regardless of whether they are actively using the Software.
<i>Network Node</i>	means a managed Device (module) that has its own configuration. Note: Network Devices and Nodes are not always the same thing e.g a switch (one Network Device) may have three nodes: one switching card, one routing card and one backup routing card.
<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. A container means a system partition based on software rather than hardware. Guests means a VM system running on a host system where the host runs its own complete OS Instance (as opposed to a hypervisor), like VMware Workstation. Zone means Oracle/Sun Solaris specific nomenclature for a software partition which can run a virtual OS instance including but not limited to Sparse, native, and ipkg.
<i>Orchestrated Node or O-Node</i>	means a node that is managed by an Operations Orchestration workflow that it touches or provides value to.as further defined in the Software Specific Terms below.
<i>PA Device</i>	means a Device, but specifically excluding Network Nodes.
<i>Server</i>	means any designated computer system in which an Instance or Instances of the Software is installed.
<i>Shift User</i>	means a user that has the right to use the product on each of three(3) shifts, It is the equivalent of one(1) shift worker regardless of shift and supports three(3) specific individuals working non-overlapping shifts.
<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>Transactions per Month or Tx/m</i>	means a request the user initiates in the Automation Risk Visualizer module to assess the risk of executing a HP Operations Orchestration automation flow.

Term	Definition
<i>Unlimited or Unl</i>	means without restrictions in terms of number of systems, devices or media, depending on the context.
<i>Use</i>	means to install, store, load, execute and display one copy of the Software.
<i>Virtual Machine(s) or VM(s)</i>	means a computer that does not physically exist but is simulated by another computer.
<i>Workflow Author Named User</i>	means a specific administrator who is authorized to create and edit process automation workflows.

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 Discovery and Dependency Mapping Advanced Edition

HP Discovery and Dependency Mapping Advanced 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 Advanced Edition OS Instance.

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 Enterprise Collaboration

The HP Enterprise Collaboration Foundation license entitles to the connection of HP Enterprise Collaboration to a single Application Instance. The HP Enterprise Collaboration Connector license entitles to the connection of HP Enterprise Collaboration to one additional application for the purpose of cross-application collaboration.

HP Operations Orchestration

When HP Operations Orchestration is licensed by Orchestrated Node, the following applies:

- For HP Operations Orchestration Enterprise Orchestrated Node the Orchestrated Node can represent OS Instances on a physical Device or a Virtual Machine, a physical Device hosting multiple VMs where there are multiple OS Instances, and storage arrays
- For HP Operations Orchestration Network Orchestrated Node the Orchestrated Node can represent network Devices such as a switch, router or hub
- For HP Operations Orchestration Low End Orchestrated Node the Orchestrated Node can represent end user Devices such as Clients, laptops/desktops, handhelds, smart Devices, and SOHO Device such as low cost WiFi routers, switches, cable boxes
- For HP Operations Orchestration CloudFlex 10 Orchestrated Node the Orchestrated Node can represent physical Device or an OS Instance on a physical Device that will host up to 10 VMs.

HP Operation Orchestration Orchestrated Node (O-Node) license includes the core server, central server, remote access server, entire content library, all 3rd party integration components and unlimited users and administrators/authors.

HP Operations Orchestration Platform is only licensed to customers who purchased HP Operations Orchestration Platform prior to September 1, 2011. HP Operation Orchestration Platform license includes the core server, central server, remote access server, entire content library and all 3rd party integration components. HP Operations Orchestration Platform allows software architecture independent of the number of core servers and can be installed on any number of computers, provided that the actual usage of the Software does not exceed the number of licenses purchased as per the Device tier package.

HP Operations Orchestration Platform for Integration Only is only licensed to customers who purchased HP Operations Orchestration Platform for Integration Only prior to September 1, 2011. HP Operations Orchestration Platform for Integration Only license is restricted to integration of HP Server Automation or HP Network Automation with ticketing or monitoring systems, and may not be used for alert/incident resolution automation or other broader Run Book Automation use cases.

HP Universal CMDB Configuration Manager Advanced Configuration Analysis

HP Universal CMDB Configuration Manager Advanced Configuration Analysis is licensed per Composite Configuration Item. Licensee is authorized to manage up to 10,000 CCI's per LTU.

HP Universal CMDB Configuration Manager Automation Risk Visualizer

HP Universal CMDB Configuration Manager Automation Risk Visualizer includes the ability to perform 500 Transactions at no charge. Additional LTUs can be purchased which each enable 500 Transactions per Month.

HP Universal CMDB Integration Managed Server Software

Licensees who purchase HP Universal CMDB Integration Managed Server Software are entitled to integrate an unlimited number of third party (non HP) data sources limited to each Managed Server license.

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.	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.
D.	Unless stated otherwise, Licensee is authorized to Use one Device at a time for Licensee’s Internal Use.
E.	Licensee accepts Software upon delivery.
F.	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.
G.	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.
H.	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.
I.	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.

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