

ADDITIONAL LICENSE AUTHORIZATIONS

For HP Application Security Center Software products

PRODUCT USE AUTHORIZATIONS

This document provides Additional License Authorizations for the following Software products in the Application Security Center of HP's IT Performance Suite Software:

Products	Suites
HP Assessment Management Platform	HP Assessment Management Platform Sensor Suites
HP License and Infrastructure Manager	
HP QAInspect	
HP WebInspect	

Definitions

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

Term	Definition
<i>AMP Concurrent User</i>	means the Software is licensed by the amount of active AMP Users that interact (directly or indirectly) with Software at any one point in time on one (1) physical or logical computer system.
<i>AMP User</i>	means a single individual who makes use of the software and /or the functionality provided by the software either directly or indirectly through user interfaces, clients, 3rd party software, or Application Programming Interfaces.
<i>Application Programmatic Interface ("API")</i>	means a set of access methods, through which the functionality provided by the application is made available to other applications.
<i>Clients</i>	means any applications 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>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 taken out of service, Licensee is required to switch on and start the Cold Standby System in order to take over for the production system.
<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>Connection</i>	means an application actively communicating through an established and authenticated communication session with the AMP Server.
<i>Development and Test Systems</i>	means a non-production system to be used 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/configurations and transition purposes.
<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>Documentation</i>	means any explanatory written or on-line material including, but not limited to, user guides, reference manuals and HTML files.
<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.



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Term	Definition
<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>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>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>Implementation</i>	means an installation of the software on a single Server or installed on a cluster of Servers which work together as a single installation of the Software.
<i>Instance</i>	means each implementation of the application installed on a Server.
<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>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>Non-Production or NP</i>	means internal use which is limited to Use on Development and Test Systems and Hot and/or 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>Professional Services Engagement(s)</i>	means a contract between the Licensee and a third party (3rd party) for the Licensee to perform a Web Application Vulnerability Assessment of a defined web site on behalf of the 3rd party.
<i>SaaS</i>	means Software as a Service which is a service which allows access to the Software, support and related professional services, as described in an order document, datasheet or a Statement of Work (SOW).
<i>Security Consultants</i>	means Licensees who enter into Professional Services Engagement contracts with 3rd parties as part of their defined business offerings and as a material part of their day to day business.
<i>Sensor</i>	means Instances of the of the HP scanning technology that acts on behalf of and are controlled by the AMP Base Server in order to provide application, system and networks scanning capabilities.
<i>Server or SVR</i>	means any designated computer system in which an Instance or Instances of the Software is installed.
<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>Target</i>	means the physical or logical computer system being scanned as part of a Web Application Vulnerability Assessment.
<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>Web Application Vulnerability Assessment or Web Application Vulnerability Assessment Scan</i>	means the act of, through automated or manual means, examining web based or web delivered computer software for security vulnerabilities.
<i>Use</i>	means to install, store, load, execute and display once copy of the Software.

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 Assessment Management Platform (AMP)

HP AMP Base Server: The AMP Base Server consists of a single Implementation of the AMP Software's Foundation components. Included in the AMP Base Server are the Management Console application, the Web base User Interface and the Application Programming Interface which are licensed by Concurrent Users. AMP Users connected to the Base Server are considered Concurrent Users of AMP. Concurrent Users requires AMP Base Server. The AMP Base Server includes five (5) Concurrent User Licenses.

HP AMP Concurrent User(s): The Clients that allow multiple end users to access the functionality of the Software through a single connection will require an AMP Concurrent User license for each of the end users of the Client who concurrently accesses the Software functionality. AMP Concurrent Users require the AMP Base Server. AMP Concurrent User licenses may be purchased individually and added to new or to existing AMP Base Servers. Support contract s must be purchased for each and all AMP Concurrent User Licenses that are concurrently accessing the AMP Base Server.

HP AMP Sensor(s): The actual number of active Sensors connected to the AMP Base Server must not exceed the number of AMP Sensor licenses purchased. AMP Sensors require the AMP Base Server.

HP License and Infrastructure Manager

HP License and Infrastructure Manager (LIM) is licensed per installation of the HP LIM Server. Concurrent QAInspect and Concurrent WebInspect licenses require a licensed, installed and active HP LIM Server. There are no restrictions to the number of users of the HP LIM Server. Support contracts must be purchased for each and all QAInspect Concurrent User licenses and each and all WebInspect Concurrent User licenses that are concurrently accessing the HP LIM Server Software.

HP QAInspect

HP QAInspect Concurrent User License: QAInspect Concurrent Users License is required for each of the end users of the Clients who concurrently access the Software functionality. There are no limits on the number of scans performed or the number of Targets scanned. QAInspect Concurrent User Licenses require a licensed, installed and active instance of an HP License and Infrastructure Manager. Available AMP Concurrent User License required when connecting to the AMP Base Server. Support contract s must be purchased for each and all QAInspect Concurrent User Licenses that are concurrently accessing the License and Infrastructure Manager Server.

HP QAInspect Named User License (QC, WR/QTP, ClearQuest): QAInspect is restricted to one (1) Named User for use on one (1) physical or logical computer system. There are no limits on the number of scans performed or the number of Targets scanned. Available AMP Concurrent User license required when connecting to the AMP Base Server.

HP WebInspect

HP WebInspect Named User License: WebInspect Named User License is for use on one (1) physical or logical computer system. There are no limits on the number of scans performed or the number of Targets scanned. AMP Concurrent User License is required when connecting to the AMP Base Server.

HP WebInspect Concurrent User License: WebInspect Concurrent Users License is required for each of the end users of the Clients who concurrently access the Software functionality. WebInspect Concurrent Users require the License and Infrastructure Manager Server. WebInspect Concurrent User licenses may be purchased individually and added to new or to existing AMP Base Servers. There are no limits on the number of scans performed or the number of Targets scanned. WebInspect Concurrent User Licenses require a licensed, installed and active instance of an HP License and Infrastructure Manager. Available AMP Concurrent User License required when connecting to the AMP Base Server. Support contract s must be purchased for each and all WebInspect Concurrent User Licenses that are concurrently accessing the License and Infrastructure Manager Server.

HP WebInspect Single Scan Target License: WebInspect Single Scan Target License performs unlimited web application vulnerability scans on a single IP address. This license is further restricted to installation on not more than five (5) physical or logical computer systems. Available AMP Concurrent User License required when connecting to the AMP Base Server. Licensee may request two (2) changes to the IP address in a 12 month period. HP maintains the right to refuse the change in cases where the change of IP address is outside of normal IT operations.

HP WebInspect Term License: The WebInspect Term Licenses are limited to: 1) use by Security Consultants and only for the purpose of performing Web Application Vulnerability Assessments during the course of a Professional Services Engagement and 2) a single Web Application Vulnerability Assessment in the case of the one (1) month License, or a series of single Web Application Vulnerability Assessments in the case of a one (1) year License. WebInspect Term LTU is restricted to one (1) Named User for use on (1) physical or logical computer system for a limited time period.

HP Application Security Center Suite offerings

Suite	Offering includes
<i>HP AMP 1-Sensor Suite</i>	<ul style="list-style-type: none">▪ 1 AMP Base Server▪ 1 AMP Sensor▪ 5 Total AMP Concurrent Users▪ 1 Named WebInspect User
<i>HP AMP 3-Sensor Suite</i>	<ul style="list-style-type: none">▪ 1 AMP Base Server▪ 3 AMP Sensors▪ 10 Total AMP Concurrent Users▪ 1 Named WebInspect User
<i>HP AMP 5-Sensor Suite</i>	<ul style="list-style-type: none">▪ 1 AMP Base Server▪ 5 AMP Sensors▪ 15 Total AMP Concurrent Users▪ 2 Named WebInspect Users
<i>HP AMP 10-Sensor Suite</i>	<ul style="list-style-type: none">▪ 1 AMP Base Server▪ 10 AMP Sensors▪ 25 Total AMP Concurrent Users▪ 3 Named WebInspect User
<i>HP AMP 25-Sensor Suite</i>	<ul style="list-style-type: none">▪ 1 AMP Base Server▪ 25 AMP Sensors▪ 50 Total AMP Concurrent Users▪ 10 Named WebInspect Users

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.	The Software is restricted to use solely for the purpose of scanning websites owned by Licensee or under the direct guidance of the owner of the website for security vulnerabilities and may not be used for any other purpose.
B.	Licensee agrees that it shall not use the Software to scan the website of any third party and may not install or use the Software on any third party or shared (hosted) server without explicit consent from the third party.
C.	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.
D.	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.
E.	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.
F.	LICENSEE ACKNOWLEDGES THAT SOME OF THE SOFTWARE IS DESIGNED TO TEST THE SECURITY OF COMPUTER SOFTWARE AND WHEN FUNCTIONING PROPERLY IN ACCORDANCE WITH ITS SPECIFICATIONS MAY NEVERTHELESS DISCLOSE OR CREATE PROBLEMS IN THE OPERATION OF THE SYSTEMS TESTED. LICENSEE ACCEPTS THIS RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY SUCH PROBLEMS THAT MIGHT RESULT.
G.	Unless stated otherwise, Licensee is authorized to Use one Device at a time for Licensee’s Internal Use.
H.	Licensee accepts Software upon delivery.
I.	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.
J.	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.
K.	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.
L.	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.

