Additional License Authorizations

For HP Performance Center software products

Products and suites covered

Products	E-LTU or E-Media available [*]	Non-Production use category [**]
HP LoadRunner	Yes	Class 1
HP LoadRunner / Performance Center Diagnostics	Yes	Class 1
HP Performance Center	Yes	Class 1

[*] Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

[**] Non-production use rights, if any, can be found at **www.hp.com/go/SWlicensing**.

Definitions

Capitalized terms not otherwise defined in this ALA document are defined in the governing agreement.

Term	Definition
Application Instance or *AppInstance*	means a monitored environment running an instance of an application ■ For .NET based application, AppInstance is one windows process that runs .net (one worker processes). ■ For Citrix, AppInstance is any monitored XenApp, XenServer, XenDesktop, Web Interface, License Server, Provisioning Services, or Secure Gateway hosted on one hostname. ■ For DB2 databases, an AppInstance is one DB2 Database Instance as identified by a DB2 Instance User on a given system. For EMC Documentum, AppInstance is any monitored Content Server, Index Server, xPlore Indexing Server, Web Based Applications (WebTop, DA, DAM), Web Content Publishing Services (SCS, IDS), Distributed Content Services (BOCS, DMS), or Content Transformation Services (DTS, ADTS) hosted on one hostname. ■ For Java based applications, AppInstance is one JVM. ■ For Microsoft ® Enterprise Servers (e.g., Exchange, Active Directory, Office Communications Server, Sharepoint, Biztalk, ISA etc.) AppInstance is any monitored installation of any of the Servers. ■ For Microsoft SQL Server, AppInstance is one SQL Server service with its own port, logins and set of system and user databases. ■ For an Oracle ® database, AppInstance is one SID (Oracle system ID) in a database environment, including the RDBMS software, table structure, stored procedures and other functionality. ■ For PeopleTools servers, an AppInstance is one of Application Server, Batch Server (Process Scheduler), Database Server, Web Server. ■ For SAP Netweaver ABAP stack, AppInstance is one Dialog or Central Instance. For Netweaver Java stack, AppInstance is one JVM. Technically, for SAP Netweaver AppInstance 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 Siebel, AppInstance is one database instance, one application server or one web server. For Siebel CRM, AppInstance is any monitored Siebel application server, Gateway name server, web server with Web Server Extension, Siebel Analytics, or Oracle Business Intelligence services hosted on one hostname. ■ For Sybase and Informix Server, AppInstance is one Server with its own logins and set of system and user databases. ■ For Tuxedo servers, AppInstance is one Tuxedo instance. ■ For Web Application Servers, AppInstance is one Server that runs on a Java Virtual Machine (JVM) and has its own configuration. ■ For WMQ AppInstance is one MQ Queue Manager instance. For CICS and IMS applications, AppInstance is one

Term	Definition
	CICS/IMS region that the monitored application (or part of it) is being hosted in.
Application Server	means software that executes business or application logic that is made available to a web server for processing requests. Application Servers are typically J2EE application servers or .Net application servers.
Application Under Test or AUT	means a software application being tested by software.
Bundle or Bdl	means an offering which includes a Term LTU, Term Support and SaaS.
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, you are 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.
Dedicated or D	means when sold with a SaaS Performance Center offering, a dedicated infrastructure provided by SaaS.
Development and Test Systems	means a non-production system to be Used only for a) developing your 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).
Device or Dev	means an addressable entity, physical or virtual, 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.
Diagnostic Collectors	means an agent which monitors application components which are not part of the Application Server. Such components include, but are not limited to SAP ABAP servers, Databases, VMware Vcenter, IBM Websphere MQ, etc.
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.
Elastic Test Virtual User Day or ET VUD	means VU's that may be executed in an unlimited number of runs against a single AUT within a single day from first execution. VUD licenses are considered Term Licenses valid for 1 day after the first execution. VUDS expire one (1) month after the date of purchase.
Hot Standby System	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.
Instance	is defined as each implementation of the application installed on a server.
Internal Use	means access and Use of the software for purposes of supporting your internal operations or functions.
Lifecycle User	means a Concurrent User that is Used with HP Performance Center in standalone configuration and authorized to Use lifecycle features such as requirements and defects traceability inside of HP Performance Center.
LTU	means License To Use.
Managed Server	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.
Monitored CPU	means a CPU operating on your network that is monitored by software.
Multiprotocol Virtual	means Virtual Users that combine 2 or more protocols into a single Virtual User script.

Term	Definition
User or *MVU*	
Non-Production or *NP*	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.
Operating System Instance or *OS Instance*	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.
Remote Access	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.
SaaS	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).
Seat	means only one device is authorized to Use the software within the designated Site at a time.
Seat User	means only one device or user is authorized to Use the software at a time.
Site	means a license allowing the software to be installed and used at an address (e.g., room number, department number, building number, street address, campus etc.) or a group of addresses specified in the Supporting Material. 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. If no Site address is explicitly specified in the Supporting Material, then the Site address will be the Ship To address specified on the quotation.
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(1M) , 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 you to provide services to you, 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.
Third Party Use	means as authorized in the software specific license terms, you may permit a Third Party to access and use the software on your behalf for the sole purpose of providing services to you, provided that; (i) If you have a Site License then a Third Party may use the software only at your site; and (ii) you designate the Third Party as your designated personnel for the purpose of receiving HP's support and maintenance services; and (iii) you are responsible and directly liable to 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; and (iv) you shall provide written notice to HP of the Third Party's name and the address of Third Party's Location; and (v) Upon the termination or expiration of Third Party's services to you, you shall promptly instruct the Third Party to remove and return all software in its possession to you and you shall promptly notify HP of such termination or expiration.
Unlimited or *Unl*	means without restrictions in terms of number of systems, devices or media, depending on the context
Use	means to install, store, load, execute and display once copy of the software.
Virtual Machine(s) or *VM(s)*	means a computer that does not physically exist but is simulated by another computer.
Virtual User or *VU* or *Vuser*	means a software process emulating users executing a Use case interaction against an AUT.

Term	Definition
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 are considered Term Licenses valid for 24 hours after the first execution. VUDS expire one (1) year after the date of purchase.
Virtual User Generator or *VUGen*	means a utility in the software to create test scripts.

Software specific license terms

For software products with software specific license terms, these terms are described below. Software products covered by this ALA document (as listed above) and not covered in this section do not have software specific license terms.

HP LoadRunner

The HP LoadRunner Controller, and user must reside at the same Site, but the AUT, Virtual User Generator, Analysis and Load Generators may be installed anywhere. Remote Access to the Controller is limited to users who are regularly employed and located at the same Site as listed in the purchasing contract for the HP LoadRunner software. HP LoadRunner Controller & Monitors software includes unlimited Virtual User Generator development licenses for use with HP LoadRunner only, and may not be used with any other product without HP's prior written consent.

HP LoadRunner / Performance Center Diagnostics licensed for use with HP LoadRunner may only be used with a licensed HP LoadRunner Controller. The HP LoadRunner Controller includes Unlimited HP SiteScope Points which can be requested in 500 Point increments. 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 software or other HP software without HP's prior written consent.

Third Party access and use is permitted in accordance with the Third Party Use.

HP software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. For example, the HP Functional Testing license provided with HP LoadRunner may be only used for testing-related activities and functions; the HP LoadRunner license may not be used for automating operational tasks such as backup, synchronization or migration of data in production environments. HP is not liable for any consequences and or damages resulting from use of the software to perform any functions for which is was not originally licensed. The HP LoadRunner demonstration tutorial software included with HP LoadRunner may be used only for used for demonstration purposes.

HP LoadRunner GUI Seat is licensed per Virtual User and includes a single HP Functional Testing Seat License. The HP Functional Testing Seat license for use with HP LoadRunner GUI Virtual User license is restricted (i) not to be used for functional testing and (ii) only to be used in conjunction with HP LoadRunner for performance testing purposes and (iii) shall not be installed on virtualized operating systems such as VMware or Citrix.

HP LoadRunner GUI Concurrent User is licensed per concurrent usage through a central license server and includes HP Functional Testing Concurrent User licenses. The HP Functional Testing Concurrent User license for use with HP LoadRunner GUI Concurrent Virtual User license is restricted (i) not to be used for functional testing and (ii) only to be used in conjunction with HP LoadRunner for performance testing purposes. 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 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 LoadRunner / Performance Center Diagnostics

HP LoadRunner / Performance Center Diagnostics for Composite Applications OS Instance software is licensed by Operating System Instance. HP LoadRunner / Performance Center Diagnostics requires one license for each OS Instance which contains an Application Server. HP LoadRunner / Performance Center Diagnostics also includes Diagnostics Collectors. HP LoadRunner / Performance Center Diagnostics does not require a

license for the OS Instances monitored by Diagnostics Collectors unless the number of OS Instances monitored by Diagnostic Collectors exceeds the number of licensed OS Instances. You are required to license additional OS Instances if this occurs.

HP LoadRunner / Performance Center Diagnostics for Composite Applications by Application Instance software is licensed by Application Instance. HP LoadRunner / Performance Center Diagnostics for Composite Application Instance software is licensed by Application Instance. HP BSM Diagnostics requires one license for each Application Instance of an Application Server. HP LoadRunner / Performance Center Diagnostics also includes Diagnostics Collectors. HP LoadRunner / Performance Center Diagnostics does not require a license for the Application Instances monitored by Diagnostics Collectors unless the number of Application Instances monitored by Diagnostic Collectors exceeds the number of licensed Application Instances. You are required to license additional Application Instances if this occurs.

HP Performance Center

The AUT, the Virtual User Generator, Analysis and Load Generators may be installed anywhere. HP Performance Center 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 LoadRunner / Performance Center Diagnostics licensed for use with HP Performance Center may only be used with a licensed HP Performance Center Controller. HP Performance Center includes a license for Unlimited HP SiteScope Points which can be requested in increments of   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 software 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 Third Party Use.

HP software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. For example, the HP Functional Testing license provided with HP Performance Center may only be used for testing-related activities and functions; the HP Performance Center license and may not be used for automating operational tasks such as backup, synchronization or migration of data in productions environments. HP is not liable for any consequences and or damages resulting from Use of the software to perform any functions for which it was not originally licensed. The HP Performance Center demonstration tutorial software included with HP Performance Center may be used only for demonstration purposes.

HP Performance Center GUI Seat is licensed per Virtual User and includes a single HP Functional Testing Seat License. The HP Functional Testing Seat license for use with HP Performance Center GUI Virtual User license is restricted as follows: (i) not to be used for functional testing and (ii) only to be used in conjunction with HP Performance Center for performance testing purposes and (iii) shall not be installed on virtualized operating systems such as VMware or Citrix.

HP Performance Center GUI Concurrent User is licensed per concurrent usage through a central license server and includes HP Functional Testing Concurrent User licenses. The HP Functional Testing Concurrent User license for use with HP Performance Center GUI Concurrent Virtual User license is restricted (i) not to be used for functional testing and (ii) only to be used in conjunction with HP LoadRunner for performance testing purposes.

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 Performance Center 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 currently included in the HP price list at the time of purchase and supported by HP Performance Center, excluding the DCOM/COM and Templates protocol bundle, and GUI Vusers (Seat and Concurrent Users).

Additional license terms

	Term
A.	Software contains software and associated specifications licensed from third parties that are confidential to, and trade secrets of, such parties. You 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.	You 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 Supporting Material, specifications or an applicable agreement.
C.	To the extent this restriction is not prohibited under applicable law, you shall not disclose to any third party the results of (i) any performance benchmarks you run on software products themselves, or any portion thereof, or (ii) specific detailed comparisons you make between software products, or any portion thereof, and any of your or third-party product, in each case under (i) and (ii) without the prior written consent of HP.
D.	Unless stated otherwise, you are authorized to Use one Device at a time for your Internal Use.