

# HP Business Service Management

For the Windows and Linux operating systems

Software Version: 9.23

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Enterprise Java Beans(TM) Specification ("Specification")

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for the JAVA SE RUNTIME ENVIRONMENT (JRE) VERSION 6 and JAVAFX RUNTIME

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## 8. Termination

8.1 Progress may terminate this Agreement by written notice at any time if Licensee defaults in the performance of any provision of this Agreement and fails to cure such default to the satisfaction of Progress within thirty (30) days after such notice. This remedy shall not be exclusive and shall be in addition to any other remedies which Progress may have under this Agreement or otherwise.

8.2 Any purported transfer or assignment of this Agreement or the licenses granted hereunder by Licensee or other action by Licensee in contravention of Section 2.9 above or any purported transfer or assignment of this Agreement or the licenses granted hereunder as a result of Licensee's bankruptcy, insolvency, or liquidation or as a result of an assignment of Licensee's assets for the benefit of creditors shall be void and this Agreement and the licenses granted hereunder shall thereupon automatically terminate without further notice or action by Progress.

8.3 Upon expiration or termination of this Agreement and/or any of the licenses granted hereunder, Licensee agrees to return promptly all copies of the Products and related Documentation to Progress or, if requested by Progress, destroy such Products and Documentation and certify in writing to such return or destruction.

## 9. Miscellaneous

9.1 If Progress offers maintenance for the Product, and if Licensee orders and pays for such maintenance, such maintenance shall be provided in accordance with Progress' then current and applicable maintenance policies.

9.2 THIS AGREEMENT, INCLUDING ANY EXHIBITS AND ANY LICENSE ADDENDUM(S), CONSTITUTES THE COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCT AND SUPERCEDES ANY OTHER AGREEMENT, PROPOSAL, COMMUNICATION OR ADVERTISING, ORAL OR WRITTEN, SIGNED OR UNSIGNED, WITH RESPECT TO THE PRODUCT. To the extent there are any terms and conditions contained in Licensee's purchase order or other documentation supplied by Licensee such terms and conditions shall be deemed to be stricken and the terms and conditions of this Agreement shall govern.

9.3 For administrative convenience, Progress invoices may be issued by a local affiliate of Progress.

9.4 This Agreement has been drawn up in English at the express wish of the parties. Le présent contrat a été rédigé en anglais à la demande expresse des parties.

9.5 Except as otherwise expressly set forth herein, this Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal, state, local or foreign laws, regulations or conventions.

9.6 This Agreement may not be modified or amended except in a writing executed by both Progress and Licensee.

9.7 Failure or delay on the part of Progress to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default or of the same type of default on future occasions.

9.8 The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

9.9 If the Product is acquired outside the United States local law may apply.

## EXHIBIT A

### TERM OF LICENSE:

Perpetual

## APPLICABLE FEES:

Any applicable license fees or maintenance fees will be set forth in the Order

## EXHIBIT B

### LICENSE MODELS AND DEFINITIONS:

The license model for the Product(s) purchased is set forth in the Order. The description of each Progress license model is set forth below.

For purposes of this Exhibit B, the following terms shall have the following definitions:

"Platform": A Platform is the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

"Process": A Process is any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

"Site": A site is defined as a single building or campus of buildings.

CPU License: A CPU License grants Licensee the right to run the Product, or an application which can access the Product, on a single core processing unit ("CPU") on a single server and on a single Platform. The total number of CPUs on the machine may not exceed the total number licensed to Licensee. Each processor core of a multiple core processor in a server shall count as one (1) CPU. Additional CPU License(s) are required for each CPU that runs the Product, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one Platform to another.

Disaster Recovery License: A Disaster Recovery License shall only be used by Licensee for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. In that case, the D/R Product may be made operational for a period not to exceed ninety (90) days ("DS D/R Product Deployment Usage Period"). Licensee shall notify Progress in writing within five (5) business days of the commencement of the DS D/R Product Deployment Usage Period. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit B. A Disaster Recovery License may be transferred from one server or CPU to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery license is required for a switch from a primary server to secondary server so long as the primary server is permanently disabled. However a Disaster Recovery license is required for any other temporary reassignment between the primary server and any other server. The foregoing transfer right shall not affect the assignment prohibition set forth in Section 2.11 of this Agreement.

Server/Machine License: A Server or Machine License grants Licensee the right to install and use a Product on a single server and on a single Platform. Additional Server/Machine license(s) are required for each server that runs the Product including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Server or Machine License may not be transferred from one from server or Platform to another.

Testing and Staging Product ("DS T/S Product"): DS T/S Product is licensed for use solely for internal quality assurance testing purposes, and may not be deployed in a production environment. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit B

Evaluation Edition: The Product is licensed on a per machine basis. The Evaluation Edition is subject to the additional restriction that it be used by Licensee solely for evaluation of software applications, and not in conjunction with the development or deployment of such software applications. An Evaluation Edition license may not be transferred. Evaluation includes the use of the Product in performance benchmarking. Progress updates the Product

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- (a) if the Product is Enterprise Edition, then the Product is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;
- (b) if the Product is Continuous Availability Edition, then the Product is licensed on a per CPU basis per Continuous Availability pair, on two (2) machines, where the total number of CPUs on each machine may not exceed the total number licensed to Licensee. A Continuous Availability pair comprises a primary or active CPU and a backup or standby CPU on the machine configured to operate in a fault tolerant manner. Only one of the CPUs is permitted to send and receive application messages at any time. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each processor core count as one (1) CPU. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;
- (c) if the Product is Remote Site Edition, then the Product is licensed on a per CPU basis. The Product is subject to the additional restriction that each remote site messaging broker supports a maximum of ten (10) client connections from a maximum of two (2) IP addresses. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform; Sonic Event Monitor: is licensed on a Server basis. For the purposes of this Section only, "Server" means a single physical machine with one or more CPUs of a type that meets the specifications as set forth in the applicable documentation accompanying the Product which can be accessed by other machines. The term "Server" as used in this Section includes, but is not limited to, web servers, batch servers and application servers. Multiple machines that share processing power or operate in a networked configuration as a single logical machine, such as a "server farm" or similar arrangement, constitute multiple servers for the purpose of this Agreement. The Product may also contain a trial version of the Sonic Event Monitor software product (the "Trial Product"). The Trial Product must be enabled by Licensee. If the Trial Product is enabled, then the Trial Product may not be used for internal operations, productions, or external distribution. The Trial Product shall time out after 500 events (the "Trial Period"). Upon expiration of the Trial Period or termination of this Agreement, all licenses granted to Licensee with respect to the Trial Product shall expire. Licensee must purchase a license for Sonic Event Monitor to continue to use the Trial Product beyond the Trial Period;

SonicMQ:

- (a) if the Product is Enterprise Edition, then the Product is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;
- (b) if the Product is Standard Edition, then the Product is licensed on a per CPU basis.

Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(c) if the Product is Remote Site Edition, then the Product is licensed on a per CPU basis. The Product is subject to the additional restriction that each remote site messaging broker supports a maximum of ten (10) client connections from a maximum of two (2) IP Addresses. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(d) if the Product is Continuous Availability Edition, then the Product is licensed on a per CPU basis per Continuous Availability pair, on two (2) machines, where the total number of CPUs on each machine may not exceed the total number licensed to Licensee. A Continuous Availability pair comprises a primary or active CPU and a backup or standby CPU on the machine configured to operate in a fault tolerant manner. Only one of the CPUs is permitted to send and receive application messages at any time. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(e) if the Product is Professional Developer Edition, then the Product is licensed on a named user basis, meaning specific individuals are authorized to access the Product and the total number of named users may not exceed the total number licensed to Licensee. The SonicMQ Professional Developer Edition is subject to the additional restriction that it be used by Licensee solely for development and unit testing of software applications, and not in conjunction with the deployment of such software applications. Licensee must purchase a license for the SonicMQ Standard Edition, SonicMQ Enterprise Edition or the SonicMQ Continuous Availability Edition in order to deploy such software applications;

Sonic Database Service(TM) Deployment Edition is licensed on a per CPU per database type basis, where the total number of CPUs on a database may not exceed the total number licensed to Licensee. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each processor core count as one (1) CPU. The Product contains a DataDirect JDBC Driver which may only be used in conjunction with the Product;

Sonic Workbench is licensed on a named user basis, meaning specific individuals are authorized to access the Product and the total number of named users may not exceed the total number licensed to Licensee. The Product is subject to the additional restriction that it be used by Licensee solely for development and unit testing of software applications, and not in conjunction with the deployment of such software applications. Licensee must purchase the appropriate deployment license for Progress Sonic ESB Suite, Progress Sonic XML Server, Progress Sonic BPEL Server, or Sonic Database Service as applicable in order to deploy such software applications;

Sonic XML Server:

(a) if the Product is Standard Edition, then the Product is licensed on a per CPU basis and only a single host deployment is permitted. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each processor core count as one (1) CPU. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(b) if the Product is Enterprise Edition, then the Product is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

Sonic BPEL Server Deployment Edition is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform; Sonic Deployment Manager is licensed on a per machine basis.

The total number of machines on which the Product is deployed cannot exceed the number of machines licensed Sonic JCA Resource Adapter is licensed on a per machine basis and the total number of machines on which the Product is deployed may not exceed the total number licensed to Licensee

#### THIRD PARTY TERMS AND RESTRICTIONS:

Java Platform Interface. Licensee may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that Licensee creates an additional class and associated API's which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Licensee must promptly publish broadly, an accurate specification for such API for free use by all developers. Licensee may not create, or authorize your licensees to create additional classes, interfaces, or subpackages that are in any way identified as "java", "javax" or "sun" or similar convention as specified by Sun in any naming convention designation. Sun is a third party beneficiary to this Agreement.

The Product contains GNU Jcalendar; IBM Bean Scripting Framework; IBM Web Services Description Language for Java ("WSDL4J"); IBM Universal Description, Discovery and Integration for Java ("UDDI4J"); Eclipse Graphical Editor Framework (GEF) SDK; Eclipse Modeling Framework (EMF); Eclipse Web Standard Tools (WST); Java EMF Model (JEM) SDK; XSD Run-time; XSD Standalone; SQL Explorer; and DSTC Xs3P.

Each of these third party technologies is licensed to PSC and User is subject to the terms of a third party license, a copy of which is included with the Product in the installation directory in the "Docs7.6/third\_party\_licenses" folder. PSC will, at Licensee's request, provide a copy of the source code for these third party technologies, including modifications, if any, made by PSC. PSC may charge reasonable shipping and handling charges for such distribution. Licensee may also obtain the source code for these third party technologies through [www.psdn.com](http://www.psdn.com) by following the instructions set forth therein.

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If the Product licensed to Licensee includes a DataDirect driver for the Microsoft SQL Server database, then the following shall apply: The DataDirect driver contains a licensed implementation of the Microsoft TDS Protocol.

Licensee may only use the DataDirect driver to communicate data to and from Microsoft SQL Servers. Additionally, Licensee must separately obtain from Microsoft or its channel partner any applicable Microsoft product licenses in order to use the DataDirect driver to communicate with Microsoft SQL Servers.

Progress Sonic V7.6.2 EULA, Final 16-OCT-08

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- jce 1.2.1

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Section 7.7 "Unique Package Names", on page 125 of this specification which states, in part:

"You form a unique package name by first having (or belonging to an organization that has) an Internet domain name, such as "sun.com". You then reverse the name, component by component, to obtain, in this example, "Com.sun", and use this as a prefix for Your package names, using a convention developed within Your organization to further administer package names."

3.2. Additional Requirements and Responsibilities. Any additional requirements and responsibilities relating to the Technology are listed in Attachment F (Additional Requirements and Responsibilities), if applicable, and are hereby incorporated into this Section 3.

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Java (tm) Platform, Standard Edition, JDK 1.2.x Source Technology

Description of "Technology"

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## 2. Requirements for Determining Compliance.

### 2.1. Definitions.

a) "Added Value" means code which:

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(ii) represents a significant functional and value enhancement to the Technology;

(iii) operates in conjunction with the Technology; and

(iv) is not marketed as a technology which replaces or substitutes for the Technology.

b) "Java Classes" means the specific class libraries associated with each Technology defined in Attachment B.

c) "Java Runtime Interpreter" means the program(s) which implement the Java virtual machine for the Technology as defined in the Specification.

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b) must fully comply with the Specifications for the Technology specified in Attachment B;

c) must include the Shared Part, complete and unmodified;

d) may not modify the functional behavior of the Java Runtime Interpreter or the Java Classes;

e) may not modify, subset or superset the interfaces of the Java Runtime Interpreter or the Java Classes;

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- JAF 1.0.2

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JAVA OPTIONAL PACKAGE

JAVABEANS(TM) ACTIVATION FRAMEWORK, VERSION 1.0.2

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- JavaServiceWrapper v3.5.15

Tanuki Software, Inc.

Development Software License Agreement

Version 1.0

License Agreement Number: TSILA-\_\_\_\_\_

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