

HP Business Service Management

For the Windows and Linux operating systems

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Updated: November 3, 2006.

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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:

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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;

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

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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."

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9. "Extension(s)" means any additional classes or other programming code and/or interfaces developed by or for You which: (i) are designed for use with the Technology; (ii) constitute an API for a library of computing functions or services; and (iii) are disclosed to third party software developers for the purpose of developing software which invokes such additional classes or other programming code and/or interfaces. The foregoing shall not apply to software development by Your subcontractors to be exclusively used by You.
10. "Intellectual Property Rights" means worldwide statutory and common law rights associated solely with (i) patents and patent applications; (ii) works of authorship including copyrights, copyright applications, copyright registrations and "moral rights"; (iii) the protection of trade and industrial secrets and confidential information; and (iv) divisions, continuations, renewals, and re-issuances of the foregoing now existing or acquired in the future.
11. "Internal Deployment Use" means use of Compliant Covered Code (excluding Research Use) within Your business or organization only by Your employees and/or agents, subject to execution of Attachment C by You and Original Contributor, if required.
12. "Licensee" means any party that has entered into and has in effect a version of this License with Original Contributor.
13. "Modification(s)" means (i) any change to Covered Code; (ii) any new file or other representation of computer program statements that contains any portion of Covered Code; and/or (iii) any new Source Code implementing any portion of the Specifications.

14. "Original Code" means the initial Source Code for the Technology as described on the Technology Download Site.
15. "Original Contributor" means Sun Microsystems, Inc., its affiliates and its successors and assigns.
16. "Reformatted Specifications" means any revision to the Specifications which translates or reformats the Specifications (as for example in connection with Your documentation) but which does not alter, subset or superset the functional or operational aspects of the Specifications.
17. "Research Use" means use and distribution of Covered Code only for Your research, development, educational or personal and individual use, and expressly excludes Internal Deployment Use and Commercial Use.
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20. "Source Code" means computer program statements written in any high-level, readable form suitable for modification and development.
21. "Specifications" means the specifications for the Technology and other documentation, as designated on the Technology Download Site, as may be revised by Original Contributor from time to time.
22. "Sun Trademarks" means Original Contributor's SUN, JAVA, and JINI trademarks and logos, whether now used or adopted in the future.
23. "Technology" means the technology described in Attachment B, and Upgrades.
24. "Technology Compatibility Kit" or "TCK" means the test programs, procedures and/or other requirements, designated by Original Contributor for use in verifying compliance of Covered Code with the Specifications, in conjunction with the Original Code and Upgraded Code. Original Contributor may, in its sole discretion and from time to time, revise a TCK to correct errors and/or omissions and in connection with Upgrades.
25. "Technology Download Site" means the site(s) designated by Original Contributor for access to the Original Code, Upgraded Code, TCK and Specifications.
26. "Upgrade(s)" means new versions of Technology designated exclusively by Original Contributor as an Upgrade and released by Original Contributor from time to time.
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ATTACHMENT A REQUIRED NOTICES

ATTACHMENT A-1 REQUIRED IN ALL CASES

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the Original and Upgraded Code is Sun Microsystems, Inc. Sun Microsystems, Inc. owns the copyrights in the portions it created. All Rights Reserved.

Contributor(s):

Associated Test Suite(s) Location:

_____ "

ATTACHMENT A-2 SAMPLE LICENSEE CERTIFICATION

"By clicking the 'Agree' button below, You certify that You are a Licensee in good standing under the Sun Community Source License, [fill in name of applicable Technology] ("License") and that Your access, use and distribution of code and information You may obtain at this site is subject to the License."

ATTACHMENT A-3 REQUIRED STUDENT NOTIFICATION

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ATTACHMENT B

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

Description of "Technology"

Java (tm) Platform, Standard Edition, JDK 1.2.x Source Technology as described on the Technology Download Site.

ATTACHMENT C INTERNAL DEPLOYMENT USE

This Attachment C is only effective for the Technology specified in Attachment B, upon execution of Attachment D (Commercial Use License) including the requirement to pay royalties. In the event of a conflict between the terms of this Attachment C and Attachment D, the terms of Attachment D shall govern.

1. Internal Deployment License Grant. Subject to Your compliance with Section 2 below, and Section 8.10 of the Research Use license; in addition to the Research Use license and the TCK license, Original Contributor grants to You a worldwide, non-exclusive license, to the extent of Original Contributor's Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to do the following:

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c) reproduce and distribute internally, Reformatted Specifications for use in connection with Internal Deployment Use.

2. Additional Requirements and Responsibilities. In addition to the requirements and

responsibilities described under Section 3.1 of the Research Use license, and as a condition to exercising the rights granted under Section 3 above, You agree to the following additional requirements and responsibilities:

2.1. **Compatibility.** All Covered Code must be Compliant Covered Code prior to any Internal Deployment Use or Commercial Use, whether originating with You or acquired from a third party. Successful compatibility testing must be completed in accordance with the TCK License. If You make any further Modifications to any Covered Code previously determined to be Compliant Covered Code, you must ensure that it continues to be Compliant Covered Code.

ATTACHMENT D COMMERCIAL USE LICENSE

[Contact Sun Microsystems For Commercial Use Terms and Conditions]

ATTACHMENT E TECHNOLOGY COMPATIBILITY KIT

The following license is effective for the Java (tm) Platform, Standard Edition, JDK 1.2.x Technology Compatibility Kit only upon execution of a separate support agreement between You and Original Contributor (subject to an annual fee) as described on the SCSL Webpage. The applicable Technology Compatibility Kit for the Technology specified in Attachment B may be accessed at the Technology Download Site only upon execution of the support agreement.

1. TCK License.

a) Subject to the restrictions set forth in Section 1.b below and Section 8.10 of the Research Use license, in addition to the Research Use license, Original Contributor grants to You a worldwide, non-exclusive, non-transferable license, to the extent of Original Contributor's Intellectual Property Rights in the TCK (without the right to sublicense), to use the TCK to develop and test Covered Code.

b) **TCK Use Restrictions.** You are not authorized to create derivative works of the TCK or use the TCK to test any implementation of the Specification that is not Covered Code. You may not publish your test results or make claims of comparative compatibility with respect to other implementations of the Specification. In consideration for the license grant in Section 1.a above you agree not to develop your own tests which are intended to validate conformation with the Specification.

2. Requirements for Determining Compliance.

2.1. Definitions.

a) "Added Value" means code which:

(i) has a principal purpose which is substantially different from that of the stand-alone Technology;

(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.

d) "Platform Dependent Part" means those Original Code and Upgraded Code files of the Technology which are not in a share directory or subdirectory thereof.

e) "Shared Part" means those Original Code and Upgraded Code files of the Technology which are identified as "shared" (or words of similar meaning) or which are in any "share"

directory or subdirectory thereof, except those files specifically designated by Original Contributor as modifiable.

f) "User's Guide" means the users guide for the TCK which Original Contributor makes available to You to provide direction in how to run the TCK and properly interpret the results, as may be revised by Original Contributor from time to time.

2.2. Development Restrictions. Compliant Covered Code:

- a) must include Added Value;
- 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;
- f) may not subset or superset the Java Classes;
- g) may not modify or extend the required public class or public interface declarations whose names begin with "java", "javax", "jini", "net.jini", "sun.hotjava", "COM.sun" or their equivalents in any subsequent naming convention;
- h) Profiles. The following provisions apply if You are licensing a Java Platform, Micro Edition Connected Device Configuration, Java Platform, Micro Edition Connected Limited Device Configuration and/or a Profile:

(i) Profiles may not include an implementation of any part of a Profile or use any of the APIs within a Profile, unless You implement the Profile in its entirety in conformance with the applicable compatibility requirements and test suites as developed and licensed by Original Contributor or other authorized party. "Profile" means: (A) for Java Platform, Micro Edition Connected Device Configuration, Foundation Profile, Personal Profile or such other profile as may be developed under or in connection with the Java Community Process or as otherwise authorized by Original Contributor; (B) for Java Platform, Micro Edition Connected Limited Device Configuration, Java Platform, Micro Edition, Mobile Information Device Profile or such other profile as may be developed under or in connection with the Java Community Process or as otherwise authorized by Original Contributor. Notwithstanding the foregoing, nothing herein shall be construed as eliminating or modifying Your obligation to include Added Value as set forth in Section 2.2(a), above; and

(ii) Profile(s) must be tightly integrated with, and must be configured to run in conjunction with, an implementation of a Configuration from Original Contributor (or an authorized third party) which meets Original Contributor's compatibility requirements. "Configuration" means, as defined in Original Contributor's compatibility requirements, either (A) Java Platform, Micro Edition Connected Device Configuration; or (B) Java Platform, Micro Edition Connected Limited Device Configuration.

(iii) A Profile as integrated with a Configuration must pass the applicable TCK for the Technology.

2.3. Compatibility Testing. Successful compatibility testing must be completed by You, or at Original

Contributor's option, a third party designated by Original Contributor to conduct such tests, in accordance with the User's Guide. A Technology must pass the applicable TCK for the Technology. You must use the most current version of the applicable TCK available from Original Contributor one hundred twenty (120) days (two hundred forty [240] days in the

case of silicon implementations) prior to: (i) Your Internal Deployment Use; and (ii) each release of Compliant Covered Code by You for Commercial Use. In the event that You elect to use a version of Upgraded Code that is newer than that which is required under this Section 2.3, then You agree to pass the version of the TCK that corresponds to such newer version of Upgraded Code.

2.4. Test Results. You agree to provide to Original Contributor or the third party test facility if applicable, Your test results that demonstrate that Covered Code is Compliant Covered Code and that Original Contributor may publish or otherwise distribute such test results.

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- JAXB 2.1.3

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Effective Date: Date of delivery of the Software to You.

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License Term for EA Software: 180 days

Licensed Unit: Software Copy

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4. Feedback is the confidential information of Sun. You may not disclose or use Feedback, except for the limited purposes specified in this Agreement. You will protect Feedback with the same degree of care, but not less than a reasonable degree of care, as You use to protect Your own confidential information. Your obligation to protect the confidentiality of Feedback will expire no less than five (5) years from the date of receipt of the Software. Notwithstanding any provisions contained in this Agreement concerning nondisclosure and non-use of the Feedback, the nondisclosure obligations will not apply to any portion of Feedback that You can demonstrate in writing is: (i) now, or hereafter through no act or failure to act on the part of You becomes, generally known to the general public; (ii) hereafter rightfully furnished to You by a third party without restriction on disclosure; or (iv) independently developed by You without any use of the Software. You must restrict access to Feedback to Your employees or contractors who have agreed in writing to be bound by a confidentiality obligation, which incorporates the protections and restrictions substantially as set forth in this Agreement.

5. You acknowledge that Software may be experimental and that the Software may have defects or deficiencies, which cannot or will not be corrected by Sun.

6. Notwithstanding anything to the contrary in any Master Terms between the parties or in the SLA, Master Terms do not apply to EA Software under this Agreement.

B. SOFTWARE LICENSE AGREEMENT

READ THE TERMS OF THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE OPENING SOFTWARE MEDIA PACKAGE. BY OPENING SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" (OR EQUIVALENT) BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" (OR EQUIVALENT) BUTTON AT THE END OF THIS AGREEMENT. IF YOU HAVE SEPARATELY AGREED TO LICENSE TERMS ("MASTER TERMS") FOR YOUR LICENSE TO THIS SOFTWARE, THEN SECTIONS 1-6 OF THIS AGREEMENT

("SUPPLEMENTAL LICENSE TERMS") SHALL SUPPLEMENT AND SUPERSEDE THE MASTER TERMS IN RELATION TO THIS SOFTWARE.

1. Definitions.

(a) "Entitlement" means the collective set of applicable documents authorized by Sun evidencing your obligation to pay associated fees (if any) for the license, associated Services, and the authorized scope of use of Software under this Agreement.

(b) "Licensed Unit" means the unit of measure by which your use of Software and/or Service is licensed, as described in your Entitlement.

(c) "Permitted Use" means the licensed Software use(s) authorized in this Agreement as specified in your Entitlement. The Permitted Use for any bundled Sun software not specified in your Entitlement will be evaluation use as provided in Section 3.

(d) "Service" means the service(s) that Sun or its delegate will provide, if any, as selected in your Entitlement and as further described in the applicable service listings at www.sun.com/service/servicelist.

(e) "Software" means the Sun software described in your Entitlement. Also, certain software may be included for evaluation use under Section 3.

(f) "You" and "Your" means the individual or legal entity specified in the Entitlement, or for evaluation purposes, the entity performing the evaluation.

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Subject to the terms of your Entitlement, Sun grants you a nonexclusive, nontransferable limited license to use Software for its Permitted Use for the license term. Your Entitlement will specify (a) Software licensed, (b) the Permitted Use, (c) the license term, and (d) the Licensed Units.

Additionally, if your Entitlement includes Services, then it will also specify the (e) Service and (f) service term.

If your rights to Software or Services are limited in duration and the date such rights begin is other than the purchase date, your Entitlement will provide that beginning date(s).

The Entitlement may be delivered to you in various ways depending on the manner in which you obtain Software and Services, for example, the Entitlement may be provided in your receipt, invoice or your contract with Sun or authorized Sun reseller. It may also be in electronic format if you download Software.

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- (b) Research and Instructional Use. You may use Software internally to design, develop and test, and also to provide instruction on such uses.
- (c) Individual Use. You may use Software internally for personal, individual use.
- (d) Commercial Use. You may use Software internally for your own commercial purposes.
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Software may contain Java technology. You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements available under a separate agreement available at www.java.net.

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13. Governing Law.

Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

14. Severability.

If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

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Please contact Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, California 95054 if you have questions.

Sun Microsystems, Inc. Binary Code License Agreement for JavaBeans Activation Framework (JAF)

HP acknowledges the use of the following third-party component that is provided under this license:

- JAF 1.0.2

Sun Microsystems, Inc.

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10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

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JAVA OPTIONAL PACKAGE
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For inquiries please contact: Sun Microsystems, Inc. 901 San Antonio Road, Palo Alto, California 94303

(LFI#115020/Form ID#011801)

Tanuki Software Inc. Development License Agreement

HP acknowledges the use of the following third-party component that is provided under this license:

- JavaServiceWrapper v3.5.15

Tanuki Software, Inc.

Development Software License Agreement

Version 1.0

License Agreement Number: TSILA-_____

Pursuant to this DEVELOPMENT SOFTWARE LICENSE AGREEMENT (the "Agreement") dated this __th day of _____, 20__ (the "Effective

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