# **Additional license Authorizations**



For HP Customer Experience Assurance products, HP Universal SLA Manager products and HP Service Quality Management products, HP Analytics for Quality of Experience products

### **Products and suites covered**

HP Customer Experience Assurance products		
HP Customer Experience Assurance Core Platform CPU/CPU LTU		
HP Customer Experience Assurance Customer Intelligence Application CPU/CPU LTU		
HP Customer Experience Assurance Analysis and Correlation Package RTU		
HP CEA Collector Entry RTU		
HP CEA Collector Basic RTU		
HP CEA Collector Simple RTU		
HP CEA Collector Medium RTU		
HP CEA Collector Advanced RTU		
HP CEA Collector Complex RTU		
HP Customer Care Dashboard Conc Users Pack/ Per pack LTU		
HP Customer Care Dashboard Unlimited Concurrent Users LTU		

### **HP Universal SLA Manager products**

HP Universal SLA Manager pack of SLA points LTUs

HP Universal SLA Manager pack of SLA Reporting points RTUs

HP Universal SLA Manager MyUSLAM Portal Concurrent Users pack LTUs

HP Universal SLA Mgr Dev/Clus/Test LTU

### **HP Service Quality Management products**

HP SQM Foundation Production LTU
HP SQM Foundation Clus/Dev/Tst LTU
HP SQM Standard Adapter RTU
HP SQM Medium Adapter RTU
HP SQM Complex Adapter RTU
HP SQM Standard Value Pack RTU
HP SQM Medium Value Pack RTU
HP SQM Complex Value Pack RTU



### HP Analytics for Quality of Experience products

HP OSS Analx with DB Bndl TB/TB LTUs
HP OSS Analx without DB TB/TB LTUs
HP OSS Analx NonProd TB/TB LTUs
HP OSS Analx Value Pack Basic RTU
HP OSS Analx Value Pack Simple RTU
HP OSS Analx Value Pack Medium RTU
HP OSS Analx Value Pack Complex RTU
HP OSS Analx VP Basic NonProd RTU
HP OSS Analx VP Simple NonProd RTU
HP OSS Analx VP Medium NonProd RTU
HP OSS Analx VP Complex NonProd RTU

# Definitions

Term	Definition
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 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.
Concurrent Users	means the users that simultaneously use the software at any one point in time
CPU	means central processing unit (CPU) also referred to as processor. It is a system that contains a single central processing unit with a single integrated circuit package with one or more discrete processing core
Development and Test System or Dev/Test	means a non-production system which has the HP Products installed, and is concurrently running some or all of the product's processes for the purpose of a) developing licensee add-on applications; b) migration testing; c) pre- production staging; d) version upgrades/configurations and transition purposes
E-LTU and E-Media	means products which are electronically delivered only, and as such any reference 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.
E-RTU and E-Media	means products which are electronically delivered only and as such any references to FOB Destination or delivery method that are stated in licensee's purchase order other than electronic shall be null and void with respect to these E-RTU or E-Media products.
Hot Standby System	means a 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	means each implementation of the application installed on a Server.
LTU	means license To Use
Production System	means a System or a set of systems which have a HP product installed and is running some or all of the product's processes to be used for collecting data, executing product logic, or sending/receiving messages.
RTU	means Right To Use. Right to Use is used when there is no license key required to allow product use.
Server	means any designated computer system in which an Instance or Instances of the Software is installed.
SLA Clause	means a distinct article in a SLA that is defined for a particular metric with a particular service level for a given service and customer. For ex. "Mean time to answer a Service Desk call must be less than 20 seconds".
Use	means to install, store, load, execute and display one copy of the software.

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

## Software specific license terms

Software products with software specific license 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 Customer Experience Assurance products**

#### **HP Customer Experience Assurance per CPU license**

HP Customer Experience Assurance per CPU LTU license entitles licensee to use HP Customer Experience Assurance software on its Production System for the number of CPUs purchased within the license. The CPU quantity must be purchased in totality in Tier N before purchasing in the Tier N+1.

#### HP Customer Care Dashboard per Concurrent Users Pack license

HP Customer Care Dashboard per Concurrent User Pack license requires Customer Experience Assurance per CPU license(s). The Concurrent Users Pack quantity must be purchased in totality in Tier N before purchasing in the Tier N+1. HP Customer Care Dashboard per Concurrent Users Pack license entitles licensee to use the HP Customer Care Dashboard software on its Production System for the number of simultaneous users purchased within the license.

#### HP Customer Care Dashboard Unlimited Concurrent Users license

HP Customer Care Dashboard Unlimited Concurrent Users license requires HP Customer Experience Assurance core platform per CPU license(s). HP Customer Care Dashboard Unlimited Concurrent Users license entitles licensee to use the software designated in the purchase order on its Production Systems.

#### **HP Customer Experience Assurance non CPU based license**

HP Customer Experience Assurance non CPU based license requires HP Customer Experience Assurance core platform per CPU license(s). HP Customer Experience Assurance non CPU based license entitles licensee to use the software designated in the purchase order on its Production Systems.

#### HP Customer Experience Assurance and HP Customer Care Dashboard non production license

- Non production license can only be obtained through purchasing production license.
- The purchasing of a production license grants the right to use up to a maximum of two (2) duplicate licenses of the aquired production license: one (1) for use on a Cold Standby System, one (1) for use on a Development or Test System.
- The pre-requisite to obtaining support for HP Customer Experience Assurance and HP Customer Care Dashboard non production license is a valid support contract covering the production license copies of products.
- The Support for the HP Customer Experience Assurance and HP Customer Care Dashboard Non-production license is restricted to the
  period of and current status of the equivalent production license.

#### Process for requesting HP Customer Experience Assurance and HP Customer Care Dashboard non production license

Contact HP Software Support Online <u>www.support.openview.hp.com</u> to request non production license. Please be prepared to provide the Support Agreement Identifier (SAID) purchased with your HP Customer Experience Assurance production license.

#### **HP Universal SLA Manager products**

#### HP Universal SLA Manager pack of SLA points license

The Universal SLA Manager pack of points quantity must be purchased in totality in Tier N before purchasing in the Tier N+1. HP Universal SLA Manager pack of points license entitles licensee to use the HP Universal SLA Manager software on its Production Systems and/or Hot Standby Systems for the number of SLA points purchased within the license. One SLA Point corresponds to 10 SLA Clauses.

#### HP Universal SLA Manager pack of SLA Reporting points license

The Universal SLA Manager pack of SLA Reporting points license requires HP Universal SLA Manager pack of SLA points license(s).

The Universal SLA Manager pack of SLA Reporting points quantity must be purchased in totality in Tier N before purchasing in the Tier N+1. HP Universal SLA Manager pack of Reporting points license entitles licensee to use the HP Universal SLA Manager software on its Production Systems and/or Hot Stanby Systems for the number of SLA reporting points purchased within the license. One SLA reporting point corresponds must be ordered for each SLA point.

The Universal SLA Manager pack of SLA Reporting license includes one Business Object Enterprise Premium license and one Business Object Data Services license and may solely be used for HP Universal SLA Manager reporting purposes.

#### HP Universal SLA Manager MyUSLAM Portal Concurrent Users pack license

The Universal SLA Manager MyUSLAM Portal Concurrent Users pack license requires HP Universal SLA Manager pack of SLA points license(s).

The Concurrent Users Pack quantity must be purchased in totality in Tier N before purchasing in the Tier N+1. HP Universal SLA Manager MyUSLAM Portal Concurrent Users pack license entitles licensee to use the HP MyUSLAM Portal software on its Production System for the number of simultaneous users purchased within the license.

#### HP Universal SLA Mgr Dev/Clus/Test LTU non production license

- Non production license can only be obtained through purchasing production license
- The purchasing of a non-production license grants the right to use up to a maximum of two (2) duplicate non-production license: one (1) for use on a Cold Standby System, one (1) for use on a Development or Test System.
- The pre-requisite to obtaining support for HP Universal SLA Manager non production license is a valid support contract covering the production license copies of products.
- The Support for the HP Universal SLA Manager Non-production license is restricted to the period of and current status of the equivalent production license.

#### Process for requesting HP Universal SLA Manager non production license

Contact HP Software Support Online <u>www.support.openview.hp.com</u> to request non production license. Please be prepared to provide the Support Agreement Identifier (SAID) purchased with your HP Universal SLA Manager production license.

#### **HP Service Quality Management products**

#### **HP SQM Foundation production license**

The HP SQM Foundation Production LTU requires HP BAC SAM Upg/EMS point license. The HP SQM Foundation Production LTU license entitles licensee to use the HP SQM Foundation on its Production Systems and/or Hot Standby Systems.

#### **HP SQM Standard Adapter license**

The HP SQM Standard Adapter requires HP SQM Foundation license. The HP SQM Standard Adapter license entitles licensee to use the software designated in the purchase order on its Production Systems and/or Hot Standby Systems and on one Development, Test or Cold Standby System.

#### **HP SQM Medium Adapter license**

The HP SQM Medium Adapter requires HP SQM Foundation license. The HP SQM Medium Adapter license entitles licensee to use the software designated in the purchase order on its Production Systems and/or Hot Standby Systems and on one Development, Test or Cold Standby System.

#### **HP SQM Complex Adapter license**

The HP SQM Complex Adapter requires HP SQM Foundation license. The HP SQM Complex Adapter license entitles licensee to use the software designated in the purchase order on its Production Systems and/or Hot Standby Systems and on one Development, Test or Cold Standby System.

#### **HP SQM Standard Value Pack license**

The HP SQM Standard Value Pack requires HP SQM Foundation license. The HP SQM Standard Value Pack license entitles licensee to use the software designated in the purchase order on its Production Systems and/or Hot Standby Systems and one a Development, Test or Cold Standby System.

#### **HP SQM Medium Value Pack license**

The HP SQM Medium Value Pack requires HP SQM Foundation license. The HP SQM Medium Value Pack license entitles licensee to use the software designated in the purchase order on its Production Systems and/or Hot Standby Systems and on one Development, Test or Cold Standby System.

#### **HP SQM Complex Value Pack license**

The HP SQM Complex Value Pack requires HP SQM Foundation license. The HP SQM Complex Value Pack license entitles licensee to use the software designated in the purchase order on its Production Systems and/or Hot Standby Systems and on one Development, Test or Cold Standby System.

#### HP SQM Foundation Clus/Dev/Tst LTU non production license

- Non production license can only be obtained through purchasing production license.
- The purchasing of a non production license grants the right to use up to a maximum of two (2) duplicate non-production license: one (1) for use on a Cold Standby System, one (1) for use on a Development or Test System.
- The pre-requisite to obtaining support for HP Service Quality Management non production license is a valid support contract covering the production license.
- The Support for the HP Service Quality Management Non-production license is restricted to the period of and current status of the equivalent production licenses.

#### Process for requesting HP Service Quality Management non production license

Contact HP Software Support Online <u>www.support.openview.hp.com</u> to request non production license. Please be prepared to provide the Support Agreement Identifier (SAID) purchased with your HP Service Quality Management production license.

#### **HP Analytics for Quality of Experience products**

#### **HP OSS Analytics with Database TB license**

HP OSS Analytics with Database (HP OSS Analx with DB Bndl) TeraByte (TB) LTU license entitles licensee to use HP OSS Analytics software on its Production Systems for the number of TeraBytes purchased within the license. The TeraByte quantity must be purchased directly in the TeraByte capacity band corresponding to the purchase order.

#### **HP OSS Analytics without Database TB license**

HP OSS Analytics without Database (HP OSS Analx without DB) Terabyte (TB) LTU license requires HP Vertica Enterprise Edition per terabyte license(s) for the same amount of TeraBytes. HP OSS Analytics without Database TeraByte LTU license entitles licensee to use HP OSS Analytics software on its Production Systems for the number of TeraBytes purchased within the license. The TeraByte quantity must be purchased directly in the TeraByte capacity band corresponding to the purchase order.

For information on the HP Vertica Enterprise Edition product use authorizations, please refer to HP Software Additional license Authorizations.

#### **HP OSS Analytics Value Pack license**

HP OSS Analytics Value Pack (HP OSS Analx Value Pack / Basic Simple, Medium, Complex) RTU license requires either HP OSS Analytics with Database license(s) or HP OSS Analytics without Database license(s). HP OSS Analytics Value Pack RTU license(s) entitles licensee to use the software designated in the purchase order on its Production Systems.

#### HP OSS Analytics without Database non production TB license

HP OSS Analytics without Database non productionTB LTU license requires HP Vertica non production license(s). For information on the HP Vertica non production license(s) product use authorizations, please refer to <u>HP Software Additional license Authorizations</u>.

HP OSS Analytics without Database non productionTB LTU license entitles licensee to use the software designated in the purchase order on its Development Systems, Test Systems, Hot Standby or Cold Standby Systems for the number of TeraBytes purchased within the license.

The purchasing of a non-production license grants the right to use up to a maximum of four (4) duplicate licenses. Each Development System, Test System, Hot Standby and Cold Standby System shall not exceed the TeraBytes capacity purchased within the non production license.

In the case of use on Hot and/or Cold Standby Systems, HP is not responsible for keeping the data between the systems synchronized.

#### **HP OSS Analytics Value Pack non production license**

HP OSS Analytics Value Pack non production (HP OSS Analx Basic Simple, Medium, and Complex VP) RTU license requires HP OSS Analytics without Database non production TB LTU license(s) as described in previous paragraph.

HP OSS Analytics Value Pack non production RTU license entitles licensee to use the software designated in the purchase order on its Development Systems, Test Systems, Hot Standby and Cold Standby Systems. The purchasing of a non-production license grants the right to use up to a maximum of four (4) duplicate licenses.

#### Process for requesting HP OSS Analytics without Database and HP OSS Analytics Value Pack non production license

Contact HP Software Support Online <u>www.support.openview.hp.com</u> to request non production license. Please be prepared to provide the Support Agreement Identifier (SAID) purchased with your HP OSS Analytics production license.

# **Additional license terms**

#### Term

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В.	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.	
С.	Third party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Softwa the event of any infringement. All rights not expressly granted to licensee are reserved solely to HP or its suppliers.	
D.	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.	
E.	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 license and fees.	
F.	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 Contactors to agree to, and comply with, the provisions of this section and shall be responsible	

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