



**Hewlett Packard
Enterprise**

Additional License Authorizations

For HPE Security Fortify software products

Products and suites covered

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE [*]	NON-PRODUCTION USE CATEGORY ^{**}
HP ArcSight Application View	Yes	Class 1
HP Assessment Management Platform	Yes	Class 3
HPE DevInspect	Yes	Class 3
HP Fortify for Managed Service Provider on Premise	Yes	Class 3
HP Fortify Governance	Yes	Class 3
HP Fortify on Demand for MSPs	Yes	Class 3
HP Fortify Real-Time Analyzer	Yes	Class 3
HP Fortify Runtime	Yes	Class 3
HP Fortify SecurityScope	Yes	Class 3
HP Fortify Static Code Analyzer	Yes	Class 3
HPE Security Application Defender	Yes	Class 3
HP Software Security Center	Yes	Class 3
HP WebInspect	Yes	Class 3
HP WebInspect Enterprise	Yes	Class 3

SUITES	E-LTU OR E-MEDIA AVAILABLE [*]	NON-PRODUCTION USE CATEGORY ^{**}
HP Fortify Express Edition Suite	Yes	Class 3
HP Fortify Premium Edition Suite	Yes	Class 3
HP Fortify Ultimate Edition Suite	Yes	Class 3
HP Fortify Runtime Suite	Yes	Class 3
HP Software Security Center Build to Order Starter Edition	Yes	Class 3
HP Software Security Center Build to Order Starter Edition w/o SSC Server	Yes	Class 3
HP WebInspect Enterprise Build to Order Starter Edition Suite	Yes	Class 3
HP WebInspect Enterprise Security Consultant Suite	Yes	Class 3

^{*} 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 hpe.com/software/SWlicensing.

Definitions

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

TERM	DEFINITION
Agent (HPE Security Application Defender)	means that portion of the software that manages and may be required for each physical server, virtual server, application runtime or container.
AMP Concurrent User	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) OS Instance.
AMP User	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.
Application (HP Fortify Editions, HPE Security Application Defender)	means a deployable unit of software code consisting of a collection of source code, byte code or object code, or a running production Instance of that deployed unit of software code, that delivers some or all of the functionality of a business application. If a component, subsystem, or interfaced system can be removed from the deployable unit of software code and run separately to provide independent functionality, that component, subsystem or interface is considered a separate and independent Application.
Application (HP WebInspect)	see Target.
Application Instance or Appliance	means the installation and usage of an Instance of an Application on a Server or group of Servers.
Application Programmatic Interface ("API")	means a set of access methods, through which the functionality provided by the application is made available to other applications.
Authorized Machine	means a named OS Instance licensed to run the software.
Base	means an offering of HP Fortify Governance with a minimum of 10 Projects.
Build to Order Plan or B2O	means a pricing plan under which Power Users and/or Regular Users use the software on Authorized Machines for Projects.
CBT Seat	means a license for an individual to use a specific computer based training course.
Clients	means any ap-plications or systems which provide functionality separate from that of the software while providing for the facility to connect to and interact with the software.
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, you are required to switch on and start the Cold Standby System in order to take over for the production system.
Concurrent Running Instance or CRI	means a physical or Virtual Machine that is running HP Fortify SecurityScope.
Concurrent Users 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.
Connection	means an application actively communicating through an established and authenticated communication session with the AMP Server.
Curriculum	means a combination of courses that may or may not be offered individually.
Developer	means an individual responsible for the design and development of the source code assessed by HPE DevInspect.
Development and Test Systems	means a non-production system to be used 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/configurations and transition purposes.
Device or Dev	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.
Documentation	means any explanatory written or on-line material including, but not limited to, user guides, reference manuals and HTML files.
Dynamic Engine	means a single installed OS Instance of a dynamic Application testing software used by HP WebInspect or HP WebInspect Enterprise Sensor for Scanning Applications for security vulnerabilities.
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.
Enterprise or Ent	means a license which allows Unlimited CBT Seats within the legal entity.
Fail or Failover	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.
Flexible Deployment Plan or Flex	means the licensing arrangement under which Customer knows how many developers contributed code to the applications, and the software may be used to analyze/scan code written only by the Named Contributing Developers.
Foundation	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.

TERM	DEFINITION
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.
Implementation	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.
Instance	means each implementation of the application
Internal Use	means access and Use of the software for purposes of supporting your internal operations or functions.
Lines of Code or LOC	means the total number of lines of your software source code that are authorized to be scanned by an Unlimited number of software developers on an Unlimited number of Authorized Machines using the software.
Lines of Code Plan or LOC Plan	means the licensing arrangement that specifies the authorized Lines of Code.
LTU	means License To Use.
Managed Service or MS	means services provided by you using the eligible HP Products for managing or augmenting the information technology functions of other companies for a fee, such as but not limited to, outsourcing, hosting, Infrastructure- as-a-Service ("IaaS"), Platform-as-a-Service ("PaaS"), Software –as-a-Service ("SaaS"), or Business Process-as-a-Service ("BPaaS"), remote network management, security monitoring, log management, patch management, remote data back-up, and application services such as load testing, quality testing, regression testing, or performance testing.
Managed Service Provider or MSP	means you when acting as a third party service provider contracted by an end user (that is not your Affiliate) to provide Managed Services to that end user.
Named Contributing Developer or NCD	means a named software developer authorized to contribute code to the projects to be scanned by the licenses product.
Named User or Nmd User	means a specific individual authorized by you to access the software regardless of whether they are actively using the software.
Non-Production or NP	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.
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.
Professional Services Engagement(s)	means a contract between Security Consultant and a third party for the Security Consultant to perform a Web Application Vulnerability Assessment of a defined web site or a Static Code Analysis on behalf of the third party.
Project or Prj	means a unique code base analyzed by HP Fortify Suites (Premium or Ultimate), HP Fortify Static Code Analyzer or managed by HP Fortify Governance.
Power User	means authorized access to use HP Fortify Software Security Center, HP Fortify Static Code Analyzer, IDE plug-in and Audit Workbench to run Scans on and view results for all Projects.
Regular User	means a Named User authorized to use HP Fortify Software Security Center to view results for only Projects that they have worked on. A HP Fortify Static Code Analyzer Regular User license is authorized to use IDE plug ins to run Scans and view results for only Projects that you have worked on. A Software Security Center Regular User license (when purchased separately) includes a HP Fortify Static Code Analyzer Regular User License and therefore is authorized to use IDE plug ins to run Scans and view results for only Projects that you have worked on. A Software Security Center Build To Order WebInspect Enterprise Edition license includes a version of Software Security Center Regular User that is not authorized to use IDE plug ins to run Scans and view results for only Projects that you have worked on.
SaaS	means Software as a Service which is a service that allows access to the software, support and related professional services, as described in an order document, datasheet or a Statement of Work (SOW).
Scan	means the act of, through automated or manual means, examining computer software for security vulnerabilities.
Scanning Machine	means the number of named physical machines that are running the software.
Scanning User	means a physical or Virtual Machine or a person authorized to run, configure or submit Scans for licensed Applications
Security Consultants	means you who enters 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.
Sensor	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.
Server or SVR	means any designated computer system in which an Instance or Instances of the software is installed.
Single Scan Coverage or SngScanOver	means an incremental single Scan that can be purchased for FOD for MSPs.
Static Code Analysis	means analyzing software source code, bytecode, or object code to find security vulnerabilities.

TERM	DEFINITION
Static Engine	means a single installed OS Instance of a static Application testing software used by HP Fortify Static Code Analyzer for Scanning Applications for security vulnerabilities. Static application testing software that is embedded in HP Fortify Audit Workbench and IDE Plug-ins are not considered Static Scanning Engines.
Suite	means two or more software products combined into a single license offering or a single software product which includes two or more licenses. 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 except where specified in the specific Suite software specific license terms below.
Target	means a unique logical computer system being scanned as part of a Web Application Vulnerability Assessment. A unique Target has a single authentication management system (log-in page). Web applications that expose services and end-points to support mobile applications are considered two distinct Targets (Web and Mobile). A unique Target application is a fully qualified domain name (FQDN) unless it is the same Target used for a staging or lab environment.
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.
Unlimited or Unl	means without restriction in terms of number of systems, devices or media, depending on the context.
User	means a user whose use is restricted to the type of software that is being licensed.
Virtual Machine(s) or VM(s)	means a computer that does not physically exist but is simulated by another computer.
Web Application Vulnerability Assessment or Web Application Vulnerability Assessment Scan	means the act of, through automated or manual means, examining web based or web delivered computer software for security vulnerabilities.

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 ArcSight Application View

HP ArcSight Application View is licensed by Application Instance for a single HP ArcSight Enterprise Security Manager or an HP ArcSight Express Implementation.

HP Assessment Management Platform

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.

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.

HPE DevInspect

HPE DevInspect assesses source code from within the developer's environment and is licensed per Developer. One license is required for every Developer authorized to use HPE DevInspect.

HP Fortify for Managed Service Provider on Premise

HP Fortify for Managed Service Provider on Premise is licensed by Managed Service Provider for the eligible products and the number of Applications to be assessed. The license is limited to use by a Managed Service Provider who has signed an HPE Managed Service Provider Agreement and only for the purpose of providing Managed Services. HP Fortify for Managed Service Provider on Premise cannot be used for internal use.

HP Fortify Governance

HP Fortify Governance Base: Includes a license for ten (10) Projects. The HP Fortify Governance User license is required for each User authorized to customize process templates for use with HP Fortify Software Security Center.

HP Fortify on Demand for MSPs

HP Fortify on Demand for MSPs is licensed by Managed Service and by number of Scans and is limited to use by a Managed Service Provider who has signed an HP Managed Service Provider Agreement and only for the purpose of providing Managed Services. HP Fortify on Demand for MSPs cannot be used for internal use.

HP Fortify Real-Time Analyzer

HP Fortify Real-Time Analyzer (RTA) requires one RTA Server license for each physical Server running one or more protected applications in a production environment. One RTA User license is required for each User authorized to configure and administer RTA on the licensed RTA Servers.

HP Fortify Runtime

HP Fortify Runtime requires one HP Fortify Runtime Platform Server license and either one HP Fortify Runtime Application Protection Server or one HP Fortify Runtime Application Logging Server license for each physical Server. HP Fortify Runtime Platform Server, HP Fortify Runtime Application Protection Server and HP Fortify Application Logging Server are licensed per single Server. One HP Fortify Runtime User license is required for each User authorized to configure and administer HP Fortify Runtime on the licensed Servers.

HP Fortify Security Scope

HP Fortify SecurityScope provides root cause analysis into security vulnerabilities and is licensed per Concurrent Running Instance.

HP Fortify Static Code Analyzer

HP Fortify Static Code Analyzer (SCA) Scans a code base, produces results, and stores those results in a Fortify Project Report (FPR) file. A Project is a unique code base, upon which you choose to perform a Scan using HP Fortify SCA and generate an FPR file. Every unique code base that is Scanned is considered to be a Project. A separate license for each Project is required. Project licenses cannot be reused or reassigned. The definition of a Project is independent of how the operator chooses to initiate a HP Fortify SCA Scan: from Fortify SCA Audit Workbench, IDE Plug-In or part of a build process.

HP Fortify Static Code Analyzer Build to Order Starter Edition: Includes a license for one (1) Software Security Center, one (1) Scanning Machine, one (1) Power User, and thirty (30) Projects.

HP Fortify Static Code Analyzer Build to Order Starter Edition without Software Security Center: Includes a license for one (1) Scanning Machine, one (1) Power User, and thirty (30) Projects.

HP Fortify Static Code Analyzer Flexible Deployment Plan: Includes unlimited usage of HP Fortify Software Security Center, HP Fortify Static Code Analyzer, Audit Workbench and IDE plug-ins to scan code written by Named Contributing Developer licenses. This licensing arrangement is based solely on the number of Named Contributing Developers that are authorized to contribute code to the projects to be scanned by HP Fortify Static Code Analyzer. It is not based on the number of people using the software. A Named Contributing Developer license is required for the maximum number of software developers that contributes to the code base of a Project at any given time; therefore, a Named Contributing Developer license reflects a maximum capacity of developers contributing code to the Projects and is not assigned to a specific named developer. Developers may transfer in and out of the Project without impacting the licenses as long as the maximum number of contributing developers does not exceed the number of Named Contributing Developer licenses. Code contributed by developers not included in the licensed number of Named Contributing Developers is not authorized to be scanned by the software.

HP Fortify Static Code Analyzer Lines of Code Plan: Includes Unlimited usage of HP Fortify Software Security Center, HP Fortify Static Code Analyzer, Audit Workbench and IDE plug-ins to Scan code licensed under the plan. The number of Lines of Code authorized under this plan is based on the aggregate number of lines of software source code before compilation in all Projects to be Scanned. The Lines of Code should be counted by an industry standard method for counting Lines of Code.

HP Fortify Software Security Center Server: Every individual authorized by you to use the HP Fortify Software Security Center Server for any purpose must be a licensed User through one of the following license plans: Build to Order, Flexible Deployment or Lines of Code. In the Build to Order plan, either a Regular User or a Power User license is required for any individual that uses the Server for any purpose, including but not limited to viewing results and reports, managing Projects, Scanning Projects, managing Users, or accessing the collaboration module. In the Flexible Deployment or Lines of Code plans, any individual authorized by you is able to use the HP Fortify Software Security Center server, but

only for licensed Projects. HP WebInspect Enterprise, HP Fortify Governance Projects and HP Fortify Governance Users authorized to customize process templates are licensed separately and are not included by default in any of these license plans.

HP Fortify Edition Suite Add-ons

HP Fortify Add-on Applications with Dynamic Engine are licensed by Application and Dynamic Engine.

HP Fortify Add-on Applications with Static Engine are licensed by Application and Static Engine.

HP Fortify Add-on Application Packs are licensed by Application.

HP Fortify Add-on Dynamic Engine is licensed by Dynamic Engine.

HP Fortify Add-on Static Engine is licensed by Static Engine.

All the HP Fortify Add-ons referenced above require a license for one of the HP Fortify Edition Suites.

HPE Security Application Defender

HPE Security Application Defender is a service that monitors and protects customer's Applications. The on-premise solution consists of two independently licensed components, the Application Defender Server is licensed per Implementation and the Application Defender Agents are licensed per Application Instance. A working solution requires at least one Application Defender Server and one or more Application Defender Agents.

HP WebInspect

HP WebInspect Named User License: WebInspect Named User License is for use on one (1) OS Instance. There are no limits on the number of Scans performed or the number of Targets scanned.

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.

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) logical computer systems. Available AMP Concurrent User License required when connecting to the AMP Base Server. You may request two (2) changes to the IP address in a 12 month period. HPE maintains the right to refuse the change in cases where the change of IP address is outside of normal IT operations.

HP WebInspect Security Consultant 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) OS Instance for a limited time period. License includes the ability to Scan premium languages.

HP WebInspect Flexible Deployment Plan License: The WebInspect Flexible Deployment Plan License enables unlimited Web Application Vulnerability Assessment Scans for a single Target. This license allows an unlimited number of logical computer systems.

HP WebInspect Enterprise

HP WebInspect Enterprise license entitles User to install one Instance of the HP WebInspect Enterprise software. Every individual authorized by you to use the HP WebInspect Enterprise software for configuring, managing, executing, auditing, reviewing or reporting on Scans must be a licensed User of HP Fortify Software Security Center Server. Users that only login to request Scans do not require a User license.

HP WebInspect Enterprise Security Consultant Suite: The WebInspect Enterprise for Security Consultant Suite Term License is 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 series of single Web Application Vulnerability Assessments in the case of a one (1) year License.

HPE Security Fortify Suite offerings

SUITE	OFFERING INCLUDES
HP Fortify Express Edition Suite	<p>Suites sold until April 30, 2015:</p> <ul style="list-style-type: none"> • 10 Applications • 1 HP WebInspect Dynamic Engine <p>Suites sold as of May 1, 2015:</p> <ul style="list-style-type: none"> • 10 Applications • 1 HP WebInspect Dynamic Engine • 1 HP WebInspect Named User
HP Fortify Premium Edition Suite	<p>Suites sold until April 30, 2015:</p> <ul style="list-style-type: none"> • 10 Applications • 1 HP Fortify Static Code Analyzer Static Engine • Secure Coding Plug-ins • Audit Workbench • HP Software Security Center • Premium Languages <p>Suites sold as of May 1, 2015:</p> <ul style="list-style-type: none"> • 10 Applications • 5 Scanning Users • HP Fortify Static Code Analyzer Static Engine • Secure Coding Plug-ins • Audit Workbench • HP Software Security Center • Premium Languages
HP Fortify Ultimate Edition Suite	<p>Suites sold until April 30, 2015:</p> <ul style="list-style-type: none"> • 20 Applications • 1 HP WebInspect Dynamic Engine • 1 HP Fortify Static Code Analyzer Static Engine • Secure Coding Plug-ins • Audit Workbench • Premium Languages • HP Software Security Center • HP WebInspect Enterprise • HP Fortify Governance <p>Suites sold as of May 1, 2015:</p> <ul style="list-style-type: none"> • 10 Applications • Unlimited Dynamic Applications • 5 Scanning Users • HP Fortify Static Code Analyzer Static Engine • Secure Coding Plug-ins • Audit Workbench • Premium Languages • HP Software Security Center • HP WebInspect Enterprise • HP Fortify Governance
HP Fortify Runtime Suite	<ul style="list-style-type: none"> • 1 HP Fortify Runtime Platform Server • 1 HP Fortify Runtime Application Protection Server • 1 HP Fortify Runtime Application Logging Server • 1 HP Fortify Runtime User

SUITE	OFFERING INCLUDES
HP Software Security Center Starter Edition	<ul style="list-style-type: none">• 1 HP Software Security Center Build to Order Server• 1 HP Software Security Center Build to Order Power User• 1 HP Fortify Static Code Analyzer Scanning Machine• 30 HP Fortify Static Code Analyzer Projects
HP Software Security Center Starter Edition w/o SSC Server	<ul style="list-style-type: none">• 1 HP Software Security Center Build to Order Power User• 1 HP Fortify Static Code Analyzer Scanning Machine• 30 HP Fortify Static Code Analyzer Projects
HP WebInspect Enterprise Build to Order Starter Edition Suite	<ul style="list-style-type: none">• 1 HP Software Security Center Build to Order Server• 1 HP WebInspect Enterprise Build to Order OS Instance• 1 HP WebInspect Enterprise Sensor• 1 HP WebInspect Named User• 5 HP Software Security Center Build to Order Regular Users
HP WebInspect Enterprise Security Consultant Suite	<ul style="list-style-type: none">• 1 HP Software Security Center Server Instance• 1 HP WebInspect Enterprise Server Instance• 1 HP WebInspect Enterprise Sensor• 1 HP WebInspect Security Consultant Named User (Desktop but can push to Software Security Center)• 5 HP Software Security Center Regular Users• Unlimited Scans• 30 Projects

Additional license terms

TERM

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- 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.
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- 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.
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- C. The software is restricted to use solely for the purpose of scanning software for security vulnerabilities that is (i) owned by you; (ii) for which you have a valid license to use; or (iii) with the explicit consent of the owner of the to be scanned and may not be used for any other purpose.
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- D. You shall not install or use the software on any third party or shared (hosted) server without explicit consent from the third party.
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- E. 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 products, in each case under (i) and (ii) without the prior written consent of HPE.
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- 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.
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hpe.com/software/SWLicensing

Latest version of software licensing documents

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