



# Additional License Authorizations

For HPE Helion OpenStack Center software products

## Products and suites covered

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE *
HPE Helion OpenStack	Yes

\* 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](http://hpe.com/software/SWlicensing).

## Definitions

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

TERM	DEFINITION
<b>Cloud Fabric</b>	means a collection of physical and virtual operating system environments that are configured and operated as a unit to provide virtualization, networking, website, storage and file services.
<b>E-LTU and E-Media</b>	means products which are electronically delivered only, and as such any references to FOB Destination or delivery methods that are stated on Customer's purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
<b>Instance</b>	means each Implementation of the application installed on a Server.
<b>Internal Use</b>	means use of the Software for purposes of supporting customer's internal business operations or functions.
<b>LTU</b>	means License To Use.
<b>Management Software</b>	means an HPE Helion OpenStack management software running on a Physical Server for the sole purpose of deploying or managing a Cloud Fabric.
<b>Physical Server</b>	means a single, physical hardware server or other computer but is not a Virtual Machine.
<b>Server</b>	means any designated computer system in which an Instance or Instances of the software is installed.
<b>Term of Use</b>	means the period of time licensed for use of the Software. The Term of Use begins when the Software is made available for download.
<b>Term License to Use or Term LTU</b>	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.
<b>Use</b>	means to use, install, store, load, execute and display the Software in accordance with the particular license(s) purchased.
<b>Virtual Machine(s)</b>	means a computer that does not physically exist but is simulated by another computer.

## 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.

### HPE Helion OpenStack

HPE Helion OpenStack is licensed on a per-Physical Server basis for the Term of Use as specified in the governing agreement. This per-server license is to be assigned to a Physical Server that will be used to run a Cloud Fabric. After the Physical Server is licensed and that license is properly assigned, the user may run any number of instances of the Management Software to deploy, configure, manage and operate the HPE Helion OpenStack based Cloud Fabric. Subject to customer's continuing compliance with the terms and conditions of the governing agreement, following the Term of Use, customer may continue to Use the Software on the Physical Server that was licensed and in operation before the end of the Term of Use. The licenses may not be transferred to any third party. During the Term of Use, after a Physical Server is licensed and that license is properly assigned, the license may be re-assigned to a new or replacement Physical Server; such re-assignment is permitted once every ninety (90) days. Re-assignment may be made within ninety (90) days of a previous re-assignment only if such re-assignment is made to a replacement Physical Server that has been replaced due to permanent hardware failure. Following the Term of Use, no license re-assignments are permitted.

## Additional license terms

TERM	
<b>A. Ancillary, Third Party and Open Source Components</b>	To the extent any component of the software is subject to any third party license terms, including open source license terms, then those third party license terms or open source license terms shall govern with respect to the subject component; otherwise, the terms of this ALA shall govern. Additional license authorizations related to ancillary, third party and open source software components are available at: <a href="https://docs.hpcloud.com/pdf/static/HPE_HOS_3.0_OpenSource_and_3rd_Party_Licenses.pdf">docs.hpcloud.com/pdf/static/HPE_HOS_3.0_OpenSource_and_3rd_Party_Licenses.pdf</a> .
<b>B. Assigning Licenses</b>	Before Customer can install and use the Management Software to deploy its Cloud Fabric, Customer must assign to each Physical Server running the host fabric one per-Physical Server license. Each Physical Server to which Customer assigns a license is a licensed host server.
<b>C. Commercial Service Providers</b>	Customers must accept the terms contained in a supplemental agreement in order to provide commercial services to third parties using the Software, found at <a href="https://h20392.www2.hp.com/portal/swdepot/displayProductInfo.do?productNumber=CS_SRV_PRVD">h20392.www2.hp.com/portal/swdepot/displayProductInfo.do?productNumber=CS_SRV_PRVD</a> .
<b>D. Complete Product</b>	Customer shall install and use the software as authorized in the applicable agreement and this ALA 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.
<b>E. Confidentiality</b>	The Software contains confidential and proprietary information of HPE ("Confidential Information"). Customer will hold in confidence and not use or disclose any Confidential Information, except as expressly permitted in the governing agreement.
<b>F. Copyright Notices and Documentation</b>	Customer 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.
<b>G. Delivery</b>	Customer agrees to accept the Software upon receipt.
<b>H. Grants</b>	These licenses are non-exclusive, limited, non-sublicenseable, non-transferable, and revocable.
<b>I. Intellectual Property Rights</b>	Subject to the terms of this ALA, as between Customer and HPE, HPE owns, and shall continue to own, all intellectual property rights in and to the HPE products and services and any deliverables (including documentation) provided.
<b>J. Intellectual Property Rights Infringement</b>	Subject to the terms of this ALA, HPE will defend and/or settle any claims against Customer that allege that HPE-branded software as supplied under the governing agreement infringes the intellectual property rights of a third party. HPE will rely on Customer's prompt notification of the claim and cooperation with HPE's defense. HPE may modify the software so as to be non-infringing and materially equivalent, or may procure a license. If these options are not available, HPE will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter. HPE is not responsible for claims resulting from any unauthorized use of the software.
<b>K. Notices</b>	Written notices under this ALA may be provided to HPE via the method provided in the Supporting Material or if none, via "contact HPE" site on <a href="https://www.hp.com">www.hp.com</a> .
<b>L. OpenStack Trademarks</b>	The OpenStack word mark and the Square O Design, together or apart, are trademarks or registered trademarks of OpenStack Foundation in the United States and other countries, and are used with the OpenStack Foundation's permission.

## Additional license terms (continued)

### TERM

<b>M. Outsourcing Software Management</b>	Customer may install and run the Software on Customer's Physical Servers that are under the day-to-day management and control of third parties, provided all such Physical Servers and other devices are and remain fully dedicated to Customer's use. Customer is responsible for all of the obligations under the governing agreement regardless of the physical location of the hardware upon which the Software is used.
<b>N. Performance Information</b>	Customer will not (and will not instruct, authorize or allow any third party to) publicly disseminate any performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the software.
<b>O. Rights to use other versions</b>	Customer may create, store, install, run or access a copy or instance of a prior version of the Software in place of the latest release of the Software. The permitted use of an earlier version does not extend the support lifecycle of the earlier version.
<b>P. Updates and Supplements</b>	HPE may update or supplement the Software. If so, Customer may use that update or supplement with the Software, subject to any additional terms that accompany the update or supplement.

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