



Additional License Authorizations

For HPE Helion Stackato software products

Products and suites covered

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE *	NON-PRODUCTION USE CATEGORY **
HPE Helion Stackato	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
Commercial Service Provider	means a customer acting as a third party service provider contracted by an end user to provide commercial services to that end user.
E-LTU and E-Media	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.
Internal Use	means Use of the Software and documentation for purposes of supporting Customer's internal business operations or functions.
LTU	means License To Use.
Physical Server	means a single, physical hardware server or other computer that is not a Virtual Machine.
Quote	means the document issued by HPE to Customer offering a HPE Helion Stackato license and support services, together with supported extensions and/or Software Add-Ons (if any) for the term, price(s), and location(s) described therein.
Software	means the HPE Helion Stackato software.
Software Add-Ons	means additional software components that can be added to the licensed Software for an additional fee.
Software License Key	means a valid serial number issued to Customer to activate and Use the Software for the period specified with up to the maximum total amount of RAM assigned to the Virtual Machines determined by the Software License Key.
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.
Use	means to use, install, store, load, execute and display the Software in accordance with the particular license(s) purchased by Customer.
Virtual Machine(s)	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 Stackato

HPE Helion Stackato is licensed as a Term License to Use as specified in the applicable Quote. Subject to Customer's continuing compliance with the terms and conditions of the applicable Quote and this ALA, HPE grants to Customer a license to Use the Software to deploy and manage cloud services on a per Physical Server basis. Use of the Software is limited to the maximum amount of RAM allocated to those Virtual Machines specified in the applicable Quote and/or by the Software License Keys for the Term License to Use specified in the Quote.

Additional license terms

TERM

A. Ancillary, third party, and open source software	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: HPE Helion Stackato® 3.6.2 Open Source and Third Party Software License Agreements.
B. Commercial Service Providers	Customer must accept the terms of the applicable supplemental HPE resale or service provider agreement in order to resell the Software or provide commercial services using the Software. If Customer does not have an active and applicable reseller or service provider agreement Customer may only Use the Software for Internal Use purposes.
C. Confidentiality	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.
D. Copyright Notices and Documentation	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.
E. Delivery	Customer agrees to accept the Software upon receipt. HPE may elect to deliver the Software and related software product or license information by electronic transmission or download.
F. Grants	These licenses are non-exclusive, limited, non-sublicenseable, non-transferable, and revocable.
G. Intellectual Property Rights	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.
H. Intellectual Property Rights Infringement	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.
I. Notices	Written notices under this Agreement may be provided to HPE via the method provided in the Supporting Material or if none, via "Contact Us" on www.hpe.com .
J. Outsourcing Software Management	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 this Agreement regardless of the physical location of the hardware upon which the Software is Used.
K. Performance Information	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.
L. Software Add-Ons	During the Term of the Agreement and provided the Customer purchases a Software Add-On as specified in the Quote, HPE grants the Customer a license to that Software Add-On for Use with the Software. Use of a Software Add-On is subject to any additional terms that accompany the additional component, update, or supplement.

Additional license terms (continued)

TERM

M. Support Restrictions	Support is limited to the most current release of the Software as specified on the website and/or the documentation, and to supported third party Software Add-On components as they are Used with the Software. HPE does not provide support for any of the third party components within the Software. HPE reserves the right, at its sole discretion, to limit or cancel support for any service, language module, framework, extension, script, or other software program that has become obsolete or has been superseded by more recent services, language modules, frameworks, extensions, scripts, or software programs. HPE will provide support solely to Customer's designated contact.
N. Third Party Licenses	Customer is responsible for complying with all terms of use for any third party software, content, service or website Customer loads, creates, or accesses when using the Software.
O. Updates and Supplements	Customer may not download and use patches, enhancements, bug fixes, or similar updates unless Customer has a license to the underlying Software. However, such license does not automatically give Customer a right to receive such updates and HPE reserves the right to make such updates only available to customers with support contracts.

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