



# Additional License Authorizations

## For HPE Helion Stackato software products

### Products and suites covered

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE <sup>*</sup>	NON-PRODUCTION USE CATEGORY <sup>**</sup>
HPE Helion Stackato	Yes	Class 3

<sup>\*</sup> Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

<sup>\*\*</sup> 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>Cluster (Stackato only)</b>	means a single customer system running the software on a supported platform.
<b>Customer Deployed Workload</b>	means services that run Customer workloads and applications on the software but does not include system 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 Licensee's purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
<b>Internal Use</b>	means Use of the software and documentation for purposes of supporting your internal operations or functions.
<b>LTU</b>	means License To Use.
<b>RAM</b>	means random access memory.
<b>Software</b>	means the HPE Helion Stackato software.
<b>Software Add-Ons</b>	means additional software components that can be added to the licensed software for an additional fee.
<b>Software License Key</b>	means a valid serial number issued to Licensee 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.
<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>Use</b>	means to use, install, store, load, execute and display the software in accordance with the particular license(s) purchased by customer.
<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 Stackato

HPE Helion Stackato is an application platform that may be Used by Licensee to build, deploy, and manage cloud-native applications.

HPE Helion Stackato 3.6.2 is licensed by gigabytes of RAM allocated to Virtual Machines for the specified Term of Use. Use of HPE Helion Stackato 3.6.2 is limited to the maximum amount of RAM specified by the Software License Key for the Term of Use. HPE Helion Stackato 3.6.2 licenses cannot be shared across Clusters.

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## Additional license terms

TERM	
<b>A. Ancillary, third party, and open source software</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: <b>HPE Helion Stackato® 3.6.2 Open Source and Third Party Software License Agreements</b> <b>HPE Helion Stackato® 4.0 Open Source and Third Party Software License Agreements</b>
<b>B. 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.
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<b>D. Third Party Licenses</b>	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.

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