**Hewlett Packard Enterprise**

# Additional License Authorizations

## For HPE Performance Center software products

## Products and suites covered

| PRODUCTS | E-LTU OR E-MEDIA AVAILABLE * | NON-PRODUCTION USE CATEGORY ** |
|---|---|---|
| HPE Diagnostics for LoadRunner and Performance Center Premium Edition (previously called HP Diagnostics for LoadRunner and Performance Center Premium Edition) | Yes | Class 1 |
| HPE LoadRunner (previously called HP LoadRunner) | Yes | Class 1 |
| HPE Network Virtualization for HPE Loadrunner Add-on | Yes | Class 1 |
| HPE Network Virtualization for HPE Performance Center Add-on | Yes | Class 1 |
| HPE Performance Center (previously called HP Performance Center) | Yes | Class 1 |

| SUITES | E-LTU OR E-MEDIA AVAILABLE * | NON-PRODUCTION USE CATEGORY ** |
|---|---|---|
| HPE LoadRunner Mobile Protocols with Network Virtualization (previously called HP LoadRunner Mobile Protocols with Network Virtualization) | Yes | Class 1 |
| HPE Performance Center Mobile Protocols with Network Virtualization (previously called HP Performance Center Mobile Protocols with Network Virtualization) | Yes | Class 1 |

* 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 **software.microfocus.com/about/software-licensing**.

## Definitions

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

| TERM | DEFINITION |
|---|---|
| *Application Instance or AppInstance* | means a monitored environment running an instance of an application<br>• For .NET based application, AppInstance is one windows process that runs .net (one worker processes).<br>• For Citrix, AppInstance is any monitored XenApp, XenServer, XenDesktop, Web Interface, License Server, Provisioning Services, or Secure Gateway hosted on one hostname.<br>• For DB2 databases, an AppInstance is one DB2 Database Instance as identified by a DB2 Instance User on a given system. For EMC Documentum, AppInstance is any monitored Content Server, Index Server, xPlore Indexing Server, Web Based Applications (WebTop, DA, |

DAM), Web Content Publishing Services (SCS, IDS), Distributed Content Services (BOCS, DMS), or Content Transformation Services (DTS, ADTS) hosted on one hostname.

- For Java based applications, AppInstance is one JVM.
- For Microsoft® Enterprise Servers (e.g., Exchange, Active Directory, Office Communications Server, Sharepoint, Biztalk, ISA etc.) AppInstance is any monitored installation of any of the Servers.
- For Microsoft SQL Server, AppInstance is one SQL Server service with its own port, logins and set of system and user databases.
- For an Oracle database, AppInstance is one SID (Oracle system ID) in a database environment, including the RDBMS software, table structure, stored procedures and other functionality.
- For PeopleTools servers, an AppInstance is one of Application Server, Batch Server (Process Scheduler), Database Server, Web Server.
- For SAP Netweaver ABAP stack, AppInstance is one Dialog or Central Instance. For Netweaver Java stack, AppInstance is one JVM. Technically, for SAP Netweaver AppInstance is the unique combination of the hostname, System ID of the SAP system and System Number of the SAP system (two-digit numeric value) to identify an instance.
- For Siebel, AppInstance is one database instance, one application server or one web server. For Siebel CRM, AppInstance is any monitored Siebel application server, Gateway name server, web server with Web Server Extension, Siebel Analytics, or Oracle Business Intelligence services hosted on one hostname.
- For Sybase and Informix Server, AppInstance is one Server with its own logins and set of system and user databases.
- For Tuxedo servers, AppInstance is one Tuxedo instance.
- For Web Application Servers, AppInstance is one Server that runs on a Java Virtual Machine (JVM) and has its own configuration.
- For WebSphere, WebLogic and JBoss Application Servers, an AppInstance is one JVM that can be deployed standalone or clustered, and hosts and executes Java EE applications. For WMQ AppInstance is one MQ Queue Manager instance.
- For WMQ AppInstance is one MQ Queue Manager instance. For CICS and IMS applications, AppInstance is one CICS/IMS region that the monitored application (or part of it) is being hosted in.

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| **Application Server** | means software that executes business or application logic that is made available to a web server for processing requests. Application Servers are typically J2EE application servers or .Net application servers. |
| **Application Under Test or AUT** | means a software application being tested by software. |
| **Bundle or Bdl** | means an offering which includes a Term LTU, Term Support and SaaS. |
| **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 brought out of service, you are required to switch on and start the Cold System Standby in order to take over for the production system. |
| **Concurrent 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. |
| **Controller** | means the interface by which a load test is managed and executed. The Controller is Used to execute multiple, simultaneous Virtual Users per the scheduler in the Controller. |
| **CPU** | means a system that contains a single central processing unit with a single integrated circuit package with a single discrete processing core. |
| **Dedicated or D** | means when sold with a SaaS Performance Center offering, a dedicated infrastructure provided by SaaS. |
| **Development and Test Systems** | means a non-production system to be Used only 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/configuration and transition purposes for HPE testing products such as Quality Center, Functional Testing, Service Test, LoadRunner and Performance Center (including Diagnostics functionality). |
| **Device or Dev** | means an addressable entity, physical or virtual, including but not limited to router, switch, bridge, hub, server, PC, laptop, handheld device or printer that resides within the range defined for interrogation and asset tracking. |
| **Diagnostic Collectors** | means an agent which monitors application components which are not part of the Application Server.   Such components include, but are not limited to SAP ABAP servers, Databases, VMware Vcenter, IBM Websphere MQ, etc. |
| **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 your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products. |
| **Elastic Test Virtual User Day or ET VUD** | means VU's that may be executed in an unlimited number of runs against a single AUT within a single day from first execution. VUD licenses are considered Term Licenses valid for 1 day after the first execution. VUDS expire one (1) month after the date of purchase. |
| **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. |
| **Instance** | is defined as each implementation of the application installed on a server. |
| **Internal Use** | means access and Use of the software for purposes of supporting your internal operations or functions. |

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| *Lifecycle User* | means a Concurrent User that is Used with HPE Performance Center in standalone configuration and authorized to Use lifecycle features such as requirements and defects traceability inside of HPE Performance Center. |
| *LTU* | means License To Use. |
| *Managed Server* | means a computer system or computer system partition for which a bootable program is installed. Personal computers, primarily serving the Use of a single serving the Use of a single individual are not considered to be a Managed Server. |
| *Monitored CPU* | means a CPU operating on your network that is monitored by software. |
| *Multiprotocol Virtual User or MVU* | means Virtual Users that combine 2 or more protocols into a single Virtual User script. |
| *Non-Production or NP* | means Internal Use which is limited to Use on a Development and Test Systems and Hot and 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 or OSI* | 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. |
| *Remote Access* | means the act of accessing a computer over the network from an originating location remotely removed from the Site or the location of the computer being accessed or controlled. |
| *SaaS* | means Software as a Service which is a service which allows access to the software, support and related professional services as described in an order document, datasheet or a Statement of Work (SOW). |
| *Seat* | means only one device is authorized to Use the software within the designated Site at a time. |
| *Seat User* | means only one device or user is authorized to Use the software at a time. |
| *Site* | means a license allowing the software to be installed and used at an address (e.g., room number, department number, building number, street address, campus etc.) or a group of addresses specified in the Supporting Material. Site cannot include multiple addresses or addresses in multiple countries or states. Site licenses cannot be moved to an alternate Site after the original purchase without paying to HPE a geographic relocation fee. If no Site address is explicitly specified in the Supporting Material, then the Site address will be the Ship To address specified on the quotation. |
| *Suite* | means two or more software products combined into a single license offering. 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. |
| *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. |
| *Term Support* | means a fixed period support offering that is only valid during the time period of the associated Term LTU. |
| *Third Party* | means an external entity that is contractually engaged by you to provide services to you, such as consulting or outsourcing services, which require access or Use of the software by such entity. |
| *Third Party Location* | means a location leased or owned by the Third Party. |
| *Third Party Use* | means as authorized in the software specific license terms, you may permit a Third Party to access and use the software on your behalf for the sole purpose of providing services to you, provided that; (i) If you have a Site License then a Third Party may use the software only at your site; and (ii) you designate the Third Party as your designated personnel for the purpose of receiving HPE's support and maintenance services; and (iii) you are responsible and directly liable to HPE for the Use of the software by the Third Party. Third Party may not use the software for their own internal business purposes, nor permit any other third party to access the software; and (iv) you shall provide written notice to HPE of the Third Party's name and the address of Third Party's Location; and (v) Upon the termination or expiration of Third Party's services to you, you shall promptly instruct the Third Party to remove and return all software in its possession to you and you shall promptly notify HPE of such termination or expiration. |
| *Unlimited or Unl* | means without restrictions in terms of number of systems, devices or media, depending on the context |
| *Use* | means to install, store, load, execute and display once copy of the software. |
| *Virtual Machine(s) or VM(s)* | means a computer that does not physically exist but is simulated by another computer. |
| *Virtual User or VU or Vuser* | means a software process emulating users executing a Use case interaction against an AUT. Virtual User licenses are grouped in bundles, which are collections of Virtual Users that support similar technologies, environments or protocols, and are used per each Virtual User type included in an individual Virtual User script. For example, a single protocol Virtual User script which includes the Web (HTTP/HTML) Virtual User type will Use a single license from the Web & Multimedia license bundle. A Multiprotocol Virtual User script will use one Virtual User license from the license bundle for each Virtual User type included in the Virtual User script. For example, a Multiprotocol Virtual User script which includes both |

| | Web (HTTP/HTML) Virtual User type from the Web and Multimedia Bundle and the Web Services Virtual User type from the SOA bundle will use two licenses; one each from the two separate license bundles. |
|---|---|
| **Virtual User Days or VUDS** | means VU's that may be executed in an unlimited number of runs against a single AUT within a single twenty four (24) hour period from first execution. VUD licenses are considered Term Licenses valid for 24 hours after the first execution. VUDS expire one (1) year after the date of purchase. |
| **Virtual User Generator or VUGen** | means a utility in the software to create test scripts. |

## Software specific license terms

For software products with software specific license terms, these 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 Diagnostics for LoadRunner and Performance Center Premium Edition
### (previously called HP Diagnostics for LoadRunner and Performance Center Premium Edition  and HP LoadRunner / Performance Center Diagnostics)

This product may only be used with licensed HPE LoadRunner / Performance Center Controller or Virtual User licenses.

**HPE Diagnostics for LoadRunner and Performance Center Premium Edition** is licensed by Operating System Instance. HPE Diagnostics for LoadRunner and Performance Center Premium Edition requires one license for each OS Instance which contains an Application Server. HPE Diagnostics for LoadRunner and Performance Center Premium Edition also includes Diagnostics Collectors. HPE Diagnostics for LoadRunner and Performance Center Premium Edition does not require a license for the OS Instances monitored by Diagnostics Collectors unless the number of OS Instances monitored by Diagnostic Collectors exceeds the number of licensed OS Instances. You are required to license additional OS Instances if this occurs.

**HPE LoadRunner / Performance Center Diagnostics for Composite Applications OS Instance** software is licensed by Operating System Instance. HPE LoadRunner / Performance Center Diagnostics requires one license for each OS Instance which contains an Application Server. HPE LoadRunner / Performance Center Diagnostics also includes Diagnostics Collectors. HPE LoadRunner / Performance Center Diagnostics does not require a license for the OS Instances monitored by Diagnostics Collectors unless the number of OS Instances monitored by Diagnostic Collectors exceeds the number of licensed OS Instances. You are required to license additional OS Instances if this occurs.

**HPE LoadRunner / Performance Center Diagnostics for Composite Applications by Application Instance** software is licensed by Application Instance.  HPE LoadRunner / Performance Center Diagnostics for Composite Application Instance software is licensed by Application Instance. HPE BSM Diagnostics requires one license for each Application Instance of an Application Server. HPE LoadRunner / Performance Center Diagnostics also includes Diagnostics Collectors. HPE LoadRunner / Performance Center Diagnostics does not require a license for the Application Instances monitored by Diagnostics Collectors unless the number of Application Instances monitored by Diagnostic Collectors exceeds the number of licensed Application Instances. You are required to license additional Application Instances if this occurs.

### HPE LoadRunner (previously called HP LoadRunner)

The HPE LoadRunner software license provides the right to Use the specified quantity of HPE LoadRunner Virtual Users licensed for the execution of load tests on an AUT. The HPE LoadRunner software requires Controller and Virtual User licenses to execute load tests. Licenses may be sold separately in fixed quantities under T6234AAE and "VU" designated Virtual User licenses, or bundled under "VU+C" designated products. VU+C designated products include unlimited Controller licenses, but the Virtual User quantity is fixed. The quantity of Virtual Users installed and used concurrently cannot exceed the quantity of Virtual Users licensed.

HPE LoadRunner Virtual User license key must be installed on an HPE LoadRunner Controller at a Site that is located within the same country as the software was licensed (e.g. if the software was licensed in Germany, the Site must be in Germany) , unless Worldwide Usage Add-on licenses are purchased. After initial installation, the Site cannot be changed without HPE's prior written consent and may be subject to relocation fees. Only one user is permitted to access the HPE LoadRunner Controller at one time and this user must be located within the Site.  Remote Access to the HPE LoadRunner Controller software is limited to users who are regularly employed and located at the Site.  The AUT, Virtual User Generator, Analysis and Load Generators may be installed anywhere. HPE LoadRunner Worldwide Usage Add-on licenses may be installed and accessed from anywhere.

HPE LoadRunner software includes Unlimited Virtual User Generator development licenses for use with HPE LoadRunner only, and may not be used with any other product without HPE's prior written consent. HPE LoadRunner Foundation licenses include 2000 HPE SiteScope Points, and may only be used with VU+C designated products. HPE LoadRunner Controller ("VU" designated products) licenses include Unlimited HPE SiteScope Points, and can be requested in 500 Point increments. Both Foundation and Controller based entitlements are available for HPE SiteScope 11.24 or prior versions. HPE SiteScope 11.30 includes 25 OS Instance licenses for use with HPE LoadRunner and may not be combined with the Points from previous versions. HPE SiteScope Software that is bundled as part of the functionality within another HPE software product, must be used only with the software originally licensed, and cannot be used as a stand-alone product, or with other third party software or other HPE software without HPE's prior written consent.

HPE LoadRunner includes a community bundle license limited in use for the purpose of test development and proof-of-concept execution. This community bundle includes all protocols except for COM/DCOM, Templates and GUI Virtual Users. The community bundle is provided without support or warranty of any kind, and commercial use is strictly prohibited.

Third Party access and use is permitted in accordance with the Third Party Use.

HPE software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. For example, the HPE Functional Testing license provided with HPE LoadRunner may be only used for testing-related activities and functions; the HPE LoadRunner license may not be used for automating operational tasks such as backup, synchronization or migration of data in production environments. HPE is not liable for any consequences and or damages resulting from use of the software to perform any functions for which is was not originally licensed. The HPE LoadRunner demonstration tutorial software included with HPE LoadRunner may be used only for used for demonstration purposes.

HPE LoadRunner GUI Seat is licensed per Virtual User and includes a single HPE Functional Testing Seat License. The HPE Functional Testing Seat license for use with HPE LoadRunner GUI Virtual User license is restricted (i) not to be used for functional testing and (ii) only to be used in conjunction with HPE LoadRunner for performance testing purposes and (iii) shall not be installed on virtualized operating systems such as VMware or Citrix.

HPE LoadRunner GUI Concurrent User is licensed per concurrent usage through a central license server and includes HPE Functional Testing Concurrent User licenses. The HPE Functional Testing Concurrent User license for use with HPE LoadRunner GUI Concurrent Virtual User license is restricted (i) not to be used for functional testing and (ii) only to be used in conjunction with HPE LoadRunner for performance testing purposes. The Virtual User licenses are grouped in bundles, which are collections of Virtual Users that support similar technologies, environments or protocols.

## HPE Network Virtualization for HPE Loadrunner Add-on and HPE Network Virtualization for HPE Performance Center Add-on

**HPE Network Virtualization for HPE LoadRunner Add-on** is licensed per Virtual User and may only be used with HPE LoadRunner for the purpose of performance testing and may only be used with the HPE software for which it was originally licensed.

**HPE Network Virtualization for HPE Performance Center Add-on** is licensed per Virtual User and may only be used with HPE Performance Center for the purpose of performance testing and may only be used with the HPE software for which it was originally licensed.

## HPE Performance Center (previously called HP Performance Center)

The HPE Performance Center software license provides the right to Use the specified quantity of Performance Center Virtual Users licensed for the execution of load tests on an AUT. The HPE Performance Center software requires Controller and license includes Virtual User licenses to execute load tests. Licenses may be sold separately in fixed quantities under TC011AAE and "VU" designated Virtual User licenses, or combined under "VU+C" designated products. VU+C designated products include unlimited Controller licenses, but the Virtual User quantity is fixed. The AUT, the Virtual User Generator, Analysis and Load Generators may be installed anywhere. HPE Performance Center includes an unlimited VuGen license which may not be used: (i) stand-alone; (ii) with other HPE products; or (iii) with any other product without HPE's prior written consent.

HPE Performance Center software includes unlimited Virtual User Generator development licenses for use with HPE Performance Center only, and may not be used with any other product without HPE's prior written consent. HPE Performance Center Foundation license includes 5 Lifecycle Users, 2000 HPE SiteScope points and unlimited HPE Performance Center Controllers. HPE Performance Center Controller (TC011AAE) licenses include a license for Unlimited HPE SiteScope Points, and can be requested in increments of 500 HPE SiteScope points. Both Foundation and Controller based entitlements are available for HPE SiteScope 11.24 or prior versions. HPE SiteScope 11.30 includes 25 OS Instance licenses for use with HPE Performance Center and may not be combined with the Points from previous versions. HPE SiteScope

software that is bundled as part of the functionality within another HPE software product must be used only with the software originally licensed, and cannot be used as a stand-alone product, or with other third party software or other HPE software without HPE's prior written consent.

HPE Performance Center includes a community bundle license of 1 performance test running concurrently, 1 PC Lifecycle User and 50 Virtual Users limited in use for test development and proof-of-concept execution. This community bundle includes all protocols except for COM/DCOM, Templates and GUI Virtual Users. The community bundle is provided without Support or warranty of any kind, and commercial use is strictly prohibited.

Third Party access and use at the Third Party Location is permitted in accordance with Third Party Use.

HPE software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. For example, the HPE Functional Testing license provided with HPE Performance Center may only be used for testing-related activities and functions; the HPE Performance Center license and may not be used for automating operational tasks such as backup, synchronization or migration of data in productions environments. HPE is not liable for any consequences and or damages resulting from Use of the software to perform any functions for which it was not originally licensed. The HPE Performance Center demonstration tutorial software included with HPE Performance Center may be used only for demonstration purposes.

HPE Performance Center GUI Seat is licensed per Virtual User and includes a single HPE Functional Testing Seat License. The HPE Functional Testing Seat license for use with HPE Performance Center GUI Virtual User license is restricted as follows:  (i) not to be used for functional testing and (ii) only to be used in conjunction with HPE Performance Center for performance testing purposes and (iii) shall not be installed on virtualized operating systems such as VMware or Citrix.

HPE Performance Center GUI Concurrent User is licensed per concurrent usage through a central license server and includes HPE Functional Testing Concurrent User licenses. The HPE Functional Testing Concurrent User license for use with HPE Performance Center GUI Concurrent Virtual User license is restricted (i) not to be used for functional testing and (ii) only to be used in conjunction with HPE LoadRunner for performance testing purposes.

HPE Performance Center Enterprise Protocol Suite licenses include all protocols currently included in the HPE price list at the time of purchase and supported by HPE Performance Center, excluding the DCOM/COM and Templates protocol bundle, and GUI VUsers (Seat and Concurrent Users).

## HPE Performance Center Suite offerings

| SUITE | OFFERING INCLUDES |
|---|---|
| **HPE LoadRunner Mobile Protocols with Network Virtualization Virtual User + Controller (previously called HP LoadRunner Mobile Protocols with Network Virtualization Virtual User + Controller)** | • HPE LoadRunner Mobile Protocols Virtual User license<br>• Unlimited HPE LoadRunner Controller licenses<br>• HPE Network Virtualization for LoadRunner Virtual User license |
| **HPE Performance Center Mobile Protocols with Network Virtualization Virtual User + Controller (previously called HP Performance Center Mobile Protocols with Network Virtualization Virtual User + Controller)** | • HPE Performance Center Mobile Protocols Virtual User license<br>• Unlimited HPE Performance Center Controller licenses<br>• HPE Network Virtualization for Performance Center Virtual User license |

## Additional license terms

| | TERM |
|---|---|
| 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. |
| 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. |
| C. | 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 product, in each case under (i) and (ii) without the prior written consent of HPE. |

**software.microfocus.com/about/software-licensing**

Latest version of software licensing documents

**Hewlett Packard Enterprise**