

Additional License Authorizations

for HP Performance Center Software products



Product use authorizations

This document provides Additional License Authorizations for the following Software products in the Performance Center of HP's Business Technology Optimization Software:

- HP LoadRunner/Performance Center Diagnostics
- HP LoadRunner
- HP Performance Center

Definitions

Capitalized terms not otherwise defined in this Additional License Authorizations document are defined in the governing Agreement.

Term	Definition
<i>Application Instance or ApplInstance</i>	means a monitored environment running an instance of an application <ul style="list-style-type: none">▪ For Java based applications, ApplInstance is one JVM.▪ For Web Application Servers, ApplInstance is one Server that runs on a Java Virtual Machine (JVM) and has its own configuration.▪ For .NET based application, ApplInstance is one windows process that runs .net (one worker processes).▪ For Microsoft Enterprise Servers (e.g., Exchange, Active Directory, Office Communications Server, Sharepoint, Biztalk, ISA etc.) ApplInstance is any monitored installation of any of the Servers.▪ For WMQ ApplInstance is one MQ Queue Manager instance. For CICS and IMS applications, ApplInstance is one CICS/IMS region that the monitored application (or part of it) is being hosted in.▪ For SAP Netweaver ABAP stack, ApplInstance is one Dialog or Central Instance. For Netweaver Java stack, ApplInstance is one JVM. Technically, for SAP Netweaver ApplInstance 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 Tuxedo servers, ApplInstance is one Tuxedo instance.▪ For Siebel, ApplInstance is one database instance, one application server or one web server.▪ For an Oracle database, ApplInstance is one SID (Oracle system ID) in a database environment, including the RDBMS software, table structure, stored procedures and other functionality.▪ For Microsoft SQL Server, ApplInstance is one SQL Server service with its own port, logins and set of system and user databases. For Sybase and Informix Server, ApplInstance is one Server with its own logins and set of system and user databases.
<i>Application Under Test or AUT</i>	means a software application being tested by Software.
<i>Bundle or Bdl</i>	means an offering which includes a Term LTU, Term Support and SaaS.



Term	Definition
<i>Cold Standby System</i>	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, Licensee is required to switch on and start the Cold System Standby in order to take over for the production system.
<i>Controller</i>	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.
<i>CPU</i>	means a system that contains a single central processing unit with a single integrated circuit package with a single discrete processing core.
<i>Dedicated or D</i>	means when sold with a SaaS Performance Center offering, a dedicated infrastructure provided by SaaS.
<i>Development and Test Systems</i>	means a non-production system to be used only for a) developing Licensee 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 HP testing products such as Quality Center, Functional Testing, Service Test, LoadRunner and Performance Center (including Diagnostics module).
<i>Device</i>	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.
<i>E-LTU and E-Media</i>	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.
<i>Elastic Test Virtual User Day or ET VUD</i>	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.
<i>Hot Standby System</i>	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.
<i>Instance</i>	is defined as each implementation of the application installed on a server.
<i>Internal Use</i>	means access and Use of the Software for purposes of supporting the internal operations or functions of Licensee.
<i>Lifecycle User</i>	means a Concurrent User that is used with HP Performance Center in standalone configuration and authorized to use lifecycle features such as requirements and defects traceability inside of HP Performance Center.
<i>LTU</i>	means License To Use.
<i>Managed Server</i>	means a computer system or computer system partition for which a bootable program is installed. Personal computers, primarily serving the use of a single individual are not considered to be a Managed Server.
<i>Monitored CPU</i>	means a CPU operating on Licensee's network that is monitored by Software.
<i>Multiprotocol Virtual User or MVU</i>	means Virtual Users that combine 2 or more protocols into a single Virtual User script.
<i>Non-Production or NP</i>	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.
<i>Remote Access</i>	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.
<i>SaaS</i>	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).
<i>Seat</i>	means only one device is authorized to use the Software within the designated Site at a time.
<i>Site</i>	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 applicable Transaction Document. 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 HP a geographic relocation fee.



Term	Definition
<i>Suite</i>	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.
<i>Term License to Use or Term LTU</i>	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.
<i>Term Support</i>	means a fixed period support offering that is only valid during the time period of the associated Term LTU.
<i>Third Party</i>	means an external entity that is contractually engaged by License to provide services to Licensee, such as consulting or outsourcing services, which require access or use of the Software by such entity.
<i>Third Party Location</i>	means a location leased or owned by the Third Party.
<i>Third Party Use</i>	means as authorized in the Software Specific License Terms, Licensee may permit a Third Party to access and use the Software on Licensee's behalf for the sole purpose of providing services to Licensee, provided that; (i) If Licensee has a Site License then a Third Party may use the Software only at Licensee's site, (ii) Licensee designates Third Party as Licensee's designated personnel under HP's support and maintenance services, (iii) Licensee is responsible and directly liable to HP 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 (iv) Licensee shall provide written notice to HP 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 Licensee, Licensee shall promptly instruct the Third Party to remove and return all Software in its possession to Licensee. Licensee shall promptly notify HP of such termination or expiration.
<i>Use</i>	means to install, store, load, execute and display once copy of the Software.
<i>Virtual Machine(s) or VM(s)</i>	means a computer that does not physically exist but is simulated by another computer.
<i>Virtual User or VU or Vuser</i>	means a software process emulating users executing a use case interaction against an AUT.
<i>Virtual User Days or VUDS</i>	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.
<i>Virtual User Generator or VUGen</i>	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 additional license authorization (as listed on the first page under Product use authorizations) and not covered in this section do not have software specific license terms.

HP LoadRunner

The HP LoadRunner Controller and AUT must reside at the same location, but the Virtual User Generator, Analysis and Load Generators may be installed anywhere. Remote Access to the Controller is limited to users who are regularly employed and located at the same Site as listed in the purchasing contract for the HP LoadRunner. Software HP LoadRunner Controller & Monitors Software includes unlimited Virtual User Generator development licenses which may not be used: (i) stand-alone; (ii) with other HP products; or (iii) with any other product without HP's prior written consent. HP Diagnostics licensed for use with HP LoadRunner may only be used with a licensed HP LoadRunner Controller. The HP LoadRunner Controller includes a license for 500 HP SiteScope Points. HP SiteScope Software that is bundled as part of the functionality within another HP 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 HP Software without HP's prior written consent. Third Party access and use is permitted in accordance with the Third Party Use. HP 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 HP Functional Testing license provided with HP LoadRunner may be only used for testing-related activities and functions; the HP LoadRunner license may not be used for automating operational tasks such as backup, synchronization or migration of data in production environments. HP 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 HP LoadRunner demonstration tutorial Software included with HP LoadRunner may be used only for demonstration purposes. HP LoadRunner GUI Seat is licensed per Virtual User and includes a single HP Functional Testing Seat License. The HP Functional Testing Seat license for use with HP LoadRunner GUI Virtual User license is restricted (i) not to be used for functional testing and (ii) only to be Used in conjunction with HP LoadRunner for performance testing purposes and (iii) shall not be installed on virtualized operating systems such as VMware or Citrix. HP LoadRunner GUI Concurrent User is licensed per concurrent usage through a central license server and includes concurrent HP Functional Testing Seat Licenses. The HP Functional Testing Concurrent User license for use with HP 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 HP LoadRunner for performance testing purposes and (iii) shall not be installed on virtualized operating systems such as VMware or Citrix. The Virtual User licenses are grouped in bundles, which are collections of virtual users that support similar technologies, environments or protocols.

Virtual User licenses 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 HP LoadRunner 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 HP LoadRunner Web and Multimedia Bundle and the Web Services Virtual User type from the HP LoadRunner SOA bundle will Use two licenses; one each from the two separate license bundles.

HP Performance Center

The AUT, the Virtual User Generator, Analysis and Load Generators may be installed anywhere. Licenses for HP Performance Center servers must reside in the country where they were purchased. HP Performance Center includes an unlimited VuGen license which may not be used: (i) stand-alone; (ii) with other HP products; or (iii) with any other product without HP's prior written consent. HP Performance Center includes a license for 500 HP SiteScope points. HP SiteScope Software that is bundled as part of the functionality within another HP 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 HP Software without HP's prior written consent. Third Party access and use at the Third Party Location is permitted in accordance with Third Party Use. HP 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 HP Functional Testing license provided with HP Performance Center may only be used for testing-related activities and functions; the HP Performance Center license and may not be used for automating operational tasks such as backup, synchronization or migration of data in production environments. HP 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 HP Performance Center demonstration tutorial Software included with HP Performance Center may be used only for demonstration purposes. HP Performance Center GUI Seat is licensed per Virtual User and includes a single HP Functional Testing Seat License. The HP Functional Testing Seat license for use with HP 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 HP Performance Center for performance testing purposes and (iii) shall not be installed on virtualized operating systems such as VMware or Citrix. HP Performance Center GUI Concurrent User is licensed per concurrent usage through a central license server and includes concurrent HP Functional Testing Seat Licenses. The HP Functional Testing Concurrent User license for use with HP 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 HP LoadRunner for performance testing purposes and (iii) shall not be installed on virtualized operating systems such as VMware or Citrix.

The Virtual User licenses are grouped in bundles, which are collections of virtual users that support similar technologies, environments or protocols. Virtual User licenses 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 HP Performance Center Web & Multimedia license bundle. A multi-protocol 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 multi-protocol Virtual User script which includes both Web (HTTP/HTML) Virtual User type from the HP Performance Center Web and Multimedia Bundle and the Web Services Virtual User type from the HP Performance Center SOA bundle will Use 2 licenses; one each from the two separate license bundles.

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



HP SaaS for Performance Center

HP SaaS for Performance Center is offered under two service models: 1) Shared Model includes the ability to run a limited number of tests per week while sharing the resources of SaaS with other Performance Center Users and 2) Dedicated Model includes the ability to run an unlimited number of tests.

Additional license terms

The Software described in this Additional License Authorization (“ALA”) is governed by the agreement set forth on the quote for the order referencing this Software. The terms of this ALA shall govern delivery of the Software and specifically take precedence over any different terms in such agreement to the extent of a conflict.

Term	Definition
A.	Software contains Software and associated Specifications licensed from third parties that are confidential to, and trade secrets of, such parties. Licensee 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.	Licensee 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 stand alone basis separate from the complete Software unless expressly authorized in the Transaction Documents, Specifications or an applicable Agreement.
C.	To the extent this restriction is not prohibited under applicable law, Licensee shall not disclose to any third party the results of (i) any performance benchmarks Licensee runs on Software Products themselves, or any portion thereof, or (ii) specific detailed comparisons Licensee makes between Software Products, or any portion thereof, and any Licensee or third-party product, in each case under (i) and (ii) without the prior written consent of HP.
D.	Unless stated otherwise, Licensee is authorized to Use one Device at a time for Licensee’s Internal Use.
E.	Licensee accepts Software upon delivery.
F.	Third party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Licensee are reserved solely to HP or its suppliers.
G.	Licensee 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.
H.	Licensee may not Use or allow any other person or entity to Use Software or Support for the provision of commercial timesharing, service bureau, managed, outsourcing, ASP, subscription or other services to any person or entity without written authorization from HP, pursuant to additional terms and conditions or a separate written agreement for such Use and where applicable licenses and fees.
I.	Licensee agrees that HP may audit relevant books and records (including electronic), devices computers and systems of Licensee and its service providers, consultants and contractors (collectively, “Contractors”) relating to the Software in order to verify Use of the Software in compliance with the Software license terms (“License Terms”). HP may make copies of any such books and records. HP may conduct the audit itself, or at its option may use an independent third party. Audits may be conducted at any sites of Licensee, and its Contractors where copies of the Software are installed, Used or accessed, including remotely. HP will bear its own costs in connection with an audit. HP shall provide at least twenty one (21) calendar days prior notice of any audit, except when it has reasonable cause to suspect that there is an infringement of its intellectual property rights, in which case only two (2) working days’ notice is required. Any audit would be performed during Licensee’s normal business hours in a manner that minimizes disruption to Licensee’s business. Licensee and its Contractors shall provide HP and its auditor with all assistance reasonably required in order to carry out the audit. If an audit reveals underpayments, then Licensee will pay HP such amounts invoiced by HP based on the prices for the Software license and Support fees specified in the local published HP price list in effect on the date of completion of the audit. If the underpayment exceeds by 5% the prices payable by Licensee for the Software and Support during the period covered by the audit, then Licensee will also pay the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section. HP’s rights and remedies in this section shall be without prejudice to any additional rights or remedies it may have at law or in equity for Licensee’s non-compliance with these License Terms. Licensee shall cause its Contractors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.

Technology for better business outcomes

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