

Additional License Authorizations

for HP Business Availability Center Software products



Product use authorizations

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

Products	Suites
HP Business Process Insight	HP Application Management 360
HP Business Process Monitor	HP Business Availability Center for SAP
HP Business Service Level Management	HP Business Availability Center for Siebel
HP Diagnostics	HP Business Availability Center for SOA
HP End User Management	
HP Problem Isolation	
HP Real User Monitor	
HP SiteScope	
HP System Availability Management	
HP TransactionVision	

Definitions

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



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Term	Definition
<i>Application Instance or ApplInstance</i>	<p>means a monitored environment running an instance of an application</p> <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 Monitor</i>	means any discrete physical Instance of the monitored application, whether on the same or separate servers within the Licensee's infrastructure.
<i>Application Server</i>	means a computer running 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.
<i>BPM Targets</i>	means a script running on a given host that is used for monitoring an application. There can be more than one transaction timer in a BPM Target.
<i>BPM Transaction</i>	means monitored start and stop point step in a script that is used for calculating performance and availability.
<i>Bundle or Bdl</i>	means an offering which includes a Term LTU, Term Support and SaaS.
<i>Business Process</i>	means the business workflow required to achieve a particular task or goal.
<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>Connector or Conn</i>	means an integration element to a certain software, format or function through use of the HP Software Product.
<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>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, ServiceTest, LoadRunner and Performance Center (including Diagnostics module).
<i>Device or Dev</i>	means an addressable entity, physical or virtual, including but not limited to router, switch, bridge, hub, server, PC, laptops, 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 Your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
<i>Enterprise Application Monitors</i>	means HP SiteScope monitors which require an additional license and are not available in the HP SiteScope product.
<i>Fail or Failover</i>	means a backup operation that automatically switches the functions of a primary system to a standby server if the primary system fails or is temporarily taken out of service.
<i>Foundation</i>	means a single Instance of the core or primary components of a software application which enable its basic functionality, and without which the additional modules available for the application are unable to operate. Foundation software may be installed on one or multiple servers, depending on the specific architecture required to enable the functioning of the single Instance.

Term	Definition
<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>Location</i>	means an end-point where a BPM Transaction can be run from. The same BPM Transaction is often run from multiple locations such as different city or country office locations.
<i>LTU</i>	means License To Use.
<i>Monitored CPU</i>	means a CPU operating on Licensee's network that is monitored by Software.
<i>MSU or Million Service Units</i>	is defined as a measurement of the amount of processing work a computer can perform in one hour. MSU is mainly associated with IBM Mainframe computers.
<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>Points</i>	means the numerical tracking system representing the total number of metrics Licensee is authorized to execute.
<i>RUM Probe</i>	means a computer running network collection for HP Real User Monitoring Software.
<i>RUM Probe Capacity</i>	Is defined as a measurement of the amount of network bandwidth that Real User Monitor can process. RUM Probe Capacity is mainly determined as a factor of RUM Probe CPU, memory, bandwidth, defined RUM Text Pattern Events, Snapshot on Event and protocol type.
<i>RUM Snapshot on Event</i>	Is defined as a RUM SPI for Applications configuration item that is used for defining when a HTTP/S page rendering capture is done.
<i>RUM Text Pattern Event</i>	Is defined as a RUM SPI for Applications configuration item used for defining the text events to evaluate against HTTP/S network traffic.
<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>Solution Template</i>	means a set of HP SiteScope monitor configurations with predefined thresholds for a given technology. Solution Templates may include a password-protected best practices document.
<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>Transaction</i>	means a series of distinct actions relevant for monitoring an IT service or process. It is represented and stored in Software as a single, unique measuring capability for a stated Key Performance Indicator (KPI).
<i>TransactionVision Sensor</i>	means the HP TransactionVision Software that is installed on a server to collect events from an application.
<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>Web Server</i>	means a computer running software that delivers web pages and other documents to browsers using the HTTP protocol.

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.

In a virtualized environment, HP Business Availability Center CPU licensing depends upon how the CPUs are allocated. If the virtualized environment is running a shared environment where there is a specified physical limitation on the amount of all the CPU an application can use, then HP Business Availability Center licensing is based on that limited CPU number. If the virtualized environment is using a shared environment where there are no bounds on the CPUs, then licensing is for all of the CPUs for the system.

HP Application Management 360

HP Application Management 360 and HP Application Management 360 with SLM are licensed based on the number of Application Instances of all the Application Servers and Web-Servers that make up the application(s) being monitored.

HP Application Management 360 includes a license to use HP BAC RUM Applications Advanced SW, HP BAC BPM Transaction Unlimited Location Advanced SW, HP BAC Diagnostics for Composite Application Instance SW, HP BAC Service Level Management for RUM, HP BAC Service Level Management for BPM, HP BAC Service Level Management for Diagnostics and HP BAC Problem Isolation. The use of these products is limited to monitoring the applications running on the licensed Application Instances and the traffic associated with those applications. Synthetic monitoring for HP Business Process Monitor is limited to monitoring Transactions for the licensed Web servers and Application Servers, only. The use of HP Real Use Monitor is limited to monitoring traffic for the licensed Web Servers and Application Servers, only. Within HP Diagnostics, the use of Java/ .Net application diagnostics functionality is limited to the licensed Web Servers and Application Servers, only.

HP Application Management 360 with Service Level Management includes a license to use HP BAC RUM Applications Advanced SW, HP BAC BPM Transaction Unlimited Location Advanced SW, HP BAC Diagnostics for Composite Application Instance SW, HP BAC Service Level Management for RUM, HP BAC Service Level Management for BPM and HP BAC Service Level Management for Diagnostics. The use of these products is limited to monitoring the applications running on the licensed Application Instances and the traffic associated with those applications. Synthetic monitoring for HP Business Process Monitor is limited to monitoring Transactions for the licensed Web servers and Application Servers, only. The use of HP Real Use Monitor is limited to monitoring traffic for the licensed Web Servers and Application Servers, only. Within HP Diagnostics, the use of Java/ .Net application diagnostics functionality is limited to the licensed Web Servers and Application Servers, only.

HP Business Process Monitor

The Business Process Monitor Transaction Unlimited Locations license does not limit the number of BPM Locations the transaction can be monitored from. The Business Process Monitor Transaction Single Locations license does limit the number of BPM Locations a BPM Transaction can be monitored to one BPM Location per Business Process Monitor Single Transaction Location license.

The Business Process Monitor Transaction Unlimited Locations Advanced component includes one license for HP Business Process Monitor Transaction Unlimited Locations, one HP Service Level Management for Business Process Monitor Unlimited Locations and one HP Problem Isolation for Business Process Monitor for Unlimited Locations.

The Business Process Monitor Transaction Unlimited Locations Advanced with Service Level Management component includes one license for HP Business Process Monitor Transaction Unlimited Locations and one HP Service Level Management for Business Process Monitor Unlimited Locations.

HP Real User Monitor

Real User Monitor Probe includes basic TCP/IP monitoring capabilities. This probe is designed for a system with 2 CPUs with 2 cores each, and 4 gigabytes of RAM. The maximum capacity for this probe is 800 megabits per second of TCP traffic. The configured capacity for the Real User Monitor SPI for Applications monitoring HTTP using a Real User Monitor Probe, with 10 RUM Text Pattern Events and RUM Snapshot on Event configured is 55 megabits per second. For HTTP/S with the same configuration 45 megabits per second is the expected maximum capacity limit. HP Real User Monitor SPI for Applications requires a HP Real User Monitor Probe license for each HP Real User Monitor SPI for Applications. The capacity of the HP Real User Monitor SPI for Applications is limited by the type of HP Real User Monitor Probe used with the selected HP Real User Monitor SPI for Applications user defined configuration.

HP Real User Monitor Applications Advanced includes one license each for HP Real User Monitor Probe, HP Real User Monitor SPI for Applications, HP Service Level Management for HP Real User Monitor SPI for Applications, and HP Problem Isolation for Real User Monitor SPI for Applications.

HP Real User Monitor Applications Advanced with Service Level Management includes one license each for HP Real User Monitor Probe, HP Real User Monitor SPI for Applications and HP Service Level Management for HP Real User Monitor SPI for Applications.

HP SiteScope

HP SiteScope Points license is limited to use on one HP SiteScope server only. HP SiteScope licensed for load testing purposes shall be used only for the testing function originally licensed. Licensee must have a separate license in order to use HP SiteScope for production monitoring. HP SiteScope Enterprise Application Monitors and Solution Templates can be used on multiple SiteScope servers when located in the same physical site. HP Enterprise Application Monitors include the following optional monitors: Com+, Web Script, WebSphere, MQ and EMS. HP Enterprise Application Monitors and HP Solution Templates do consume HP SiteScope Points but do NOT include HP SiteScope licenses. Licensee must have a separate license for HP SiteScope. Integration monitors (also known as EMS monitors) are an exception and do NOT consume SiteScope Points but rather require licensing of HP BAC- SAM Upg/EMS Point for each configuration item (CI) which is reported to HP BAC via the monitors. HP Operations Manager and HP Service Manager Integration monitors do not require "HP BAC- SAM Upg/EMS" Points.

HP Business Availability Center Suite offerings

Suite	Offering includes
<i>HP Business Availability Center for SAP Suite</i>	<ul style="list-style-type: none">▪ 1 Universal Configuration Management Database Foundation▪ 10 Discovery & Dependency Mapping Advanced Edition CPUs▪ 100 System Availability Management with Site Scope Points▪ 10 End User Management with Business Process Monitor Transactions▪ 1 SiteScope SAP R/3 Application Server Solution Template▪ 1 SiteScope SAP NetWeaver Application Server Solution Template▪ 1 BPI SAP iDoc Adapter
<i>HP Business Availability Center for SOA Service Consumers</i>	<ul style="list-style-type: none">▪ 10 BPM Transactions▪ 10 Service Level Management for BPM Transactions
<i>HP Business Availability Center for SOA Service Providers</i>	<ul style="list-style-type: none">▪ 100 System Availability Management with SiteScope Points▪ 16 Discovery & Dependency Mapping Advanced Edition CPUs▪ 50 Service Level Management Points for System Availability Management with SiteScope
<i>HP Business Availability Center for Siebel Suite</i>	<ul style="list-style-type: none">▪ 1 Universal Configuration Management Database Foundation▪ 20 Discovery & Dependency Mapping Advanced Edition CPUs▪ 200 System Availability Management with Site Scope Points▪ 20 End User Management with Business Process Monitor Transactions▪ 3 SiteScope Siebel Solution Templates (Siebel Application Server, Siebel Web Server, Siebel Gateway)▪ 10 Diagnostics for Siebel CPUs
<i>HP Business Availability Center for SOA with BPM</i>	<ul style="list-style-type: none">▪ 10 BPM Transactions▪ 10 Service Level Management for BPM Transactions▪ 16 Discovery & Dependency Mapping Advanced Edition CPUs▪ 12 Diagnostics for SOA CPUs▪ 12 Service Level Management for SOA CPUs

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 standalone 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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