

Additional License Authorizations

for HP Client Automation Center Software products



Product use authorizations

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

Products	Suites
HP Client Automation Enterprise	HP Client Automation Enterprise Suite for DDMI
HP Client Automation Standard	HP Client Automation Enterprise PC Application Management Suite
	HP Client Automation Enterprise PC Management and Migration Suite

Definitions

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

Term	Definition
<i>CA Agent</i>	means that portion of the Client Automation (CA) Software that manages and is required for each <i>Managed Device</i> .
<i>CA License Pack or CALP</i>	means a package which includes multiple license of HP Client Automation as indicated in the package description.
<i>CA Managed Server</i>	means any designated computer system or Virtual Machine which is running a server class operating system. This includes, but is not limited to, all editions of Microsoft Windows 2003 Server, Microsoft Windows 2008 Server, RedHat Enterprise Linux Server, Novell SuSE Linux Enterprise Server.
<i>Core</i>	means the server side component of software. Is typically complemented by a CA Agent component.
<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>Internal Use</i>	means access and Use of the Software for purposes of supporting the internal operations or functions of Licensee.
<i>LTU</i>	means License To Use.
<i>Managed Device or MD(s)</i>	means a device on which a CA Agent is installed including but not limited to automated teller machine (ATM), personal computer, laptop, CA Managed Server, thin client or Virtual Machine.
<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>Virtual Machine(s) or VM(s)</i>	means a computer that does not physically exist but is simulated by another computer.
<i>Use</i>	means to install, store, load, execute and display once copy of the Software.



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 Client Automation Center Suite offerings

Suite	Offering includes
<i>HP Client Automation Enterprise Suite for DDMi</i>	<ul style="list-style-type: none">▪ 1 HP CAE Application Manager▪ 1 HP CAE Application Self-Service Manager▪ 1 HP CAE Patch Manager▪ 1 HP CAE OS Migration Manager
<i>HP Client Automation Enterprise PC Application Management Suite</i>	<ul style="list-style-type: none">▪ 1 HP CAE Application Manager▪ 1 HP CAE Application Self-Service Manager▪ 1 HP CAE PC Inventory Manager
<i>HP Client Automation Enterprise PC Management and Migration Suite</i>	<ul style="list-style-type: none">▪ 1 HP CAE Application Manager▪ 1 HP CAE Application Self-Service Manager▪ 1 HP CAE PC Inventory Manager▪ 1 HP CAE PC Application Usage Manager▪ 1 HP CAE Patch Manager▪ 1 HP CAE OS Migration Manager

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.	Unless stated otherwise, Licensee is authorized to Use one Device at a time for Licensee’s Internal Use.
B.	Licensee accepts Software upon delivery.
C.	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.
D.	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.
E.	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.
F.	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 Contactors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.

Technology for better business outcomes

© 2010-2011 Hewlett-Packard Development Company, L.P. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services or in your mutually executed license and/or consulting services agreement(s) with HP. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.

5900-1666 (June 2011), replaces 5014-0346, (May 2010)

