

Additional License Authorizations

for HP Network Node Manager Software products



Product use authorizations

This document provides Additional License Authorizations for the following HP Business Technology Optimization Software products:

- HP Extensible SNMP Agent
- HP Network Management & Reporting Suite
- HP Network Node Manager
- HP Network Node Manager Advanced
- HP Network Node Manager Software Developer Toolkit
- HP Performance Insight

- HP Network Node Manager Smart Plug-in for Advanced Routing
- HP Network Node Manager Smart Plug-in for Frame Relay
- HP Network Node Manager Smart Plug-in for IP Multicast
- HP Network Node Manager Smart Plug-in for IP Telephony
- HP Network Node Manager Smart Plug-in for LAN/WAN Edge
- HP Network Node Manager Smart Plug-in for MPLS
- HP Network Node Manager Smart Plug-in for SNMPv3

Definitions

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

Term	Definition
<i>Capacity Expansion or CE</i>	means additional NNM Nodes which are added to an existing NNM Node license installation in order to manage additional capacity.
<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 taken out of service, Licensee is required to switch on and start the Cold Standby System in order to take over for the production system.
<i>Concurrent Use</i>	means use by more than one computer at a time, but not to exceed the maximum number of computers as specified in the product documentation.
<i>Development and Test Systems</i>	means a non-production system to be used 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/configurations and transition purposes.



Term	Definition
<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>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>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>Management Console</i>	means only the executables necessary to run the graphical user interface, and which do not require a password to be operational.
<i>Management Station</i>	means the complete set of executable modules that make up the Network Node Manager product, and which require a password to be operational.
<i>NNM Node Pack</i>	means a predetermined number of manageable Nodes.
<i>Nodes</i>	means a collection of network interfaces that the Management Station software can pragmatically associate together.
<i>Non-Production or NP</i>	means internal use which is limited to Use on Development and Test Systems and Hot and/or 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>Phone Pack</i>	means a collection of IP (Internet Protocol) based phones with an IP Address can be monitored by a Voice over IP management station
<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>Unlimited Nodes</i>	means that the Management Station Software does not artificially limit to the number of Nodes that can be managed from that instance of the Management Station Software; however, there are practical limits based on overall system resources and performance.
<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 Network Node Manager, HP Network Node Manager Advanced

Management Station software products are licensed for use on a single computer. Management Console software products are licensed for Concurrent Use.

A NNM Node Pack License-To-Use (LTU) consists of three components: Management Console, Management Station and Nodes. The reference to Node packs reflects the number of Nodes that can be managed by the Management Station Software and comes in various counts, including, but not limited to: 250, 1000, 5000, and Unlimited Nodes.

Network Node Manager uses several third party applications. For your convenience, these third party applications will be installed during NNM installation. Third party applications are not HP products and are subject to the license terms set forth by their respective companies. You must review and agree to the terms of the licenses before using the third party applications. If you do not agree to the license terms for the third party applications, you may not use the Network Node Manager software.

The license terms are set forth in the following directories:

Windows: <TARGETDIR>/license-agreements/

Solaris: /opt/OV/license-agreements/

HP-UX: /opt/OV/license-agreements/



HP Network Node Manager Standard Edition Nodes Capacity Expansion, HP Network Node Manager Advanced Edition Nodes Capacity Expansion

NNM Capacity Expansion (CE) products are intended for use by customers who require additional Node capacity to their existing NNM installations, after the official end of sales date of April 30, 2011. NNM CE licenses have additional Use restrictions which include:

- Only a subset of NNM Node quantities are offered:
 - NNM SE CE in 250 Nodes and 250 Upgrade to Unlimited Nodes
 - NNM AE CE in 1,000, 5,000 and 5,000 Upgrade to Unlimited Nodes
- Licenses for the NNM CE Nodes are for capacity increases only and can only be Used with the NNM physical system which has been licensed by Customer previously.

HP Network Management & Reporting Suite offerings

Suite	Offering includes
<i>HP Network Management & Reporting Suite 250</i>	<ul style="list-style-type: none">▪ 1 HP Network Node Manager Advanced Edition 250 Node Software (for Unix, Solaris or Windows)▪ 1 HP Network Node Manager Smart Plug-in for Advanced Routing Software▪ 1 HP Performance Insight ("Core") Software▪ 1 HP Performance Insight 250 Node Software▪ 1 HP Performance Insight Report Pack for Infrastructure Usage Software▪ 1 HP Performance Insight Report Pack for Network Node Manager Software
<i>HP Network Management & Reporting Suite 1000</i>	<ul style="list-style-type: none">▪ 1 HP Network Node Manager Advanced Edition 1000 Node Software (for Unix, Solaris or Windows)▪ 1 HP Network Node Manager Smart Plug-in for Advanced Routing Software▪ 1 HP Performance Insight ("Core") Software▪ 1 HP Performance Insight 1000 Node Software▪ 1 HP Performance Insight Report Pack for Infrastructure Usage Software▪ 1 HP Performance Insight Report Pack for Network Node Manager Software

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 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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5900-1667 (June 2011), replaces 5014-0342 (May 2010)

