

Additional License Authorizations

for HP Software Security Center Software products



Product use authorizations

This document provides Additional License Authorizations for the following Software products in the Software Security Center of HP's Security Software:

- HP Fortify Governance
- HP Fortify Program Trace Analyzer
- HP Fortify Real-Time Analyzer
- HP Fortify SecurityScope
- HP Fortify Static Code Analyzer
- HP Fortify Application Security Fundamentals Computer Based Training
- HP Fortify Real-Time Analyzer Computer Based Training
- HP Fortify Secure Coding Computer Based Training
- HP Fortify Static Code Analyzer Computer Based Training

Definitions

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

Term	Definition
<i>Authorized Machine</i>	means a named physical machine licensed to run the Software.
<i>Named Contributing Developer or NCD</i>	means a named software developer authorized to use the HP Software for scanning software code or applications written by the software developer.
<i>Base</i>	means an offering of HP Fortify Governance with a minimum of 10 Projects.
<i>Build to Order Plan or B2O</i>	means a pricing plan under which Power Users and/or Regular Users use the Software on Authorized Machines for Projects.
<i>CBT Seat</i>	means a license for an individual to use a specific CBT course. Further, a seat cannot be reassigned after an individual uses the CBT module. The only exception is if the user leaves the company and is no longer affiliated with the customer in any way.
<i>Concurrent Running Instance or CRI</i>	means a physical or Virtual Machine that is running HP Fortify SecurityScope.
<i>Consultant</i>	means Licensee who contracts with 3rd parties as part of their defined business offerings and as a material part of their day to day business.
<i>Customer or Cust</i>	means Licensee.



Term	Definition
<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 or Ent</i>	means a license which allows Unlimited CBT Seats within the legal entity.
<i>Flexible Deployment Plan or Flex</i>	means the licensing arrangement under which the Software may be used to analyze code written by the Named Contributing Developers.
<i>Internal Use</i>	means access and Use of the Software for purposes of supporting the internal operations or functions of Licensee.
<i>Lines of Code or LOC</i>	means the total number of lines of Licensee's software code that are authorized to be scanned by an Unlimited number of software developers on an Unlimited number of Authorized Machines using the Software.
<i>Instance</i>	means each implementation of the application installed on a Server.
<i>Lines of Code Plan or LOC</i>	means the licensing arrangement that specifies the authorized Lines of Code.
<i>LTU</i>	means License To Use.
<i>Project or Prj</i>	means a unique code base analyzed by HP Fortify Static Code Analyzer or managed by HP Fortify Governance.
<i>Power User</i>	means authorized access to HP Fortify Static Code Analyzer, IDE plug-in, audit workbench, login to HP Fortify Software Security Center, to run scans on code and view results from all scans.
<i>Scan</i>	means the act of, through automated or manual means, examining computer software for security vulnerabilities.
<i>Scanning Machine</i>	means the number of named physical machines that are running the Software.
<i>Regular User</i>	means authorized access to, login to HP Fortify Software Security Center, IDE plug-in: to run scans on code and view results from project that they have worked on.
<i>Use</i>	means to install, store, load, execute and display once copy of the Software.
<i>User</i>	means a user whose use is restricted to the type of Software that is being licensed.
<i>Server</i>	means any designated computer system in which an Instance or Instances of the Software is installed.
<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>Unlimited or Unl</i>	means without restriction in terms of number of systems, devices or media, depending on the context.
<i>Virtual Machine(s) or VM(s)</i>	means a computer that does not physically exist but is simulated by another computer.

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 Fortify Computer Based Training software

The Computer Based Training software is licensed by training module in the following ways:

- CBT Seat license:
 - o The CBT Seat License is a perpetual or Term license for an individual to use a specific CBT module, e.g., a user with 2 modules is 2 Seats; 2 users with 3 modules each is 6 Seats.
 - o A Seat license cannot be reassigned after an individual uses the CBT module. The only exception is if the user leaves the company and is no longer affiliated with the customer in any way.
- Enterprise license: no internal usage limits for customers.

If the customer chooses to host the modules on their own Learning Management System (LMS), they will be obligated to provide the sales representative a periodic usage report upon request.

HP Fortify Governance

HP Fortify Governance Base: Includes a license for ten (10) Projects.

HP Fortify Static Code Analyzer

HP Fortify Static Code Analyzer (SCA) Scans a code base, produces results, and stores those results in a Fortify Project Report (FPR) file. A Project is a unique code base, upon which a customer chooses to perform a Scan using HP Fortify SCA and generate an FPR file. Every unique code base that is Scanned is considered to be a Project. The definition of a Project is independent of how the operator chooses to initiate a HP Fortify SCA Scan: from Fortify SCA Audit Workbench, IDE Plug-In or part of a build process.

HP Fortify Static Code Analyzer Build to Order Starter Edition: Includes a license for one (1) Software Security Center, one (1) Scanning Machine, one (1) Power User, and thirty (30) Projects.

HP Fortify Static Code Analyzer Build to Order Starter Edition without Software Security Center: Includes a license for one (1) Scanning Machine, one (1) Power User, and thirty (30) Projects.

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.	Unless stated otherwise, Licensee is authorized to Use one Device at a time for Licensee’s Internal Use.
D.	Licensee accepts Software upon delivery.
E.	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.
F.	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.
G.	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.
H.	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.
I.	Any licensing terms designated as being of Fortify that may be embedded in the Software are inapplicable in their entirety.

Technology for better business outcomes

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