

ADDITIONAL LICENSE AUTHORIZATIONS

For HP Systems Management Center Software products

PRODUCT USE AUTHORIZATIONS

This document provides Additional License Authorizations for the following Software products in the Systems Management Center of HP's IT Performance Suite Software:

Products	Suites
HP GlancePlus	HP Operations Manager for Linux Basic Suite
HP GlancePlus Pak	HP Operations Manager for Windows Basic Suite
HP Operations Dependency Mapping Automation	
HP Operations Manager	
HP Operations Manager i	
HP Operations Smart Plug-ins	
HP Performance Manager	
HP Reporter	

These HP Operations Software products are also sold in various combinations.

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>	<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.



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Term	Definition
<i>Clustered Computer</i>	means a group of servers or other resources that act like a single system and enable high availability and in some cases, load balancing and parallel processing.
<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 reference 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>HP Operations Agent</i>	means the software component of HP Operations Manager that is installed on managed nodes. The HP Operations Agent software collects information from multiple sources on the local system, creates Operations Manager messages, enhances message content, filters and correlates messages, starts actions and sends messages to the HP Operations Manager Management Server.
<i>HP Operations Manager Management Server</i>	means the software component of HP Operations Manager that constitutes the central entity, where all messages from the HP Operations Agent and the HP Target Connectors are received, processed, stored and forwarded to the operator GUIs, and where HP Operations Agent configuration is maintained, stored, assigned and distributed.
<i>HP Operations Smart Plug-ins (SPIs)</i>	means the software add-on components to the HP Operations Manager that manage specific business applications, e-commerce platforms, messaging services, databases and internet infrastructure. They extend the management capabilities of HP Operations Manager to the application management domain by reporting on discovery, alarms and events.
<i>Instance</i>	means 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>LTU</i>	means License To Use.
<i>Managed Nodes</i>	means the OM Nodes that have an HP Operations Agent installed.
<i>Management Server Node</i>	means the HP Operations Agent running on the management server Instance.
<i>Monitored Node</i>	means infrastructure OM Nodes that do not have an HP Operations Agent installed. Monitored Nodes include (but are not restricted to) servers, virtual servers, network devices and other infrastructure devices such as monitored UPS's and environmental monitoring components.
<i>"Non-Production Development/Test System" or NP DV</i>	means a non-production development/test system which has a Software product installed and is to be used for a) developing Licensee Software product add-on applications, b) Software product migration testing or c) Software product pre-production staging.
<i>Non-Production Failover System or NP FO</i>	means a non-production failover system which has a Software product installed on, has processes of this product running but is not collecting any data, nor executing any policies, nor sending/receiving any messages. If the production system breaks down, or needs to be brought out of service, the Licensee is required to use the Software product on the non-production failover system in order to take over from the production system while it is physically down or unavailable. No concurrent data collection, policy execution or message send/receive on the Non-Production Failover System and the production system is performed. In case of HP Operations Target Connector, a Non-Production Failover System is setup to be monitored by a HP Operations Manager Software product, but is not actually being monitored until it becomes a production system.
<i>OM Cold Standby System</i>	means a standby system which has the Software product installed and is EITHER shutdown or not running any of the product's processes. If the production system breaks down, or needs to be brought out of service, the Licensee is required to switch on and start the Software product on the Cold Standby system in order to take over from the production system while it is physically down or unavailable. No concurrent processes of the Software product on the Cold Standby System and the production system are running, nor are both concurrently under management by the Software product.
<i>OM Node</i>	means a real or virtual computer system, or a device (for example printer, router or bridge) in a network.
<i>Operating System Instance or OS Instance</i>	means each implementation of the bootable program that can be installed onto a physical system or a partition, such as system Virtual Machines, virtual environments, virtual private servers, containers, guests and zones, within the physical system. A physical system can contain multiple Operating System Instances. A container means a system partition based on software rather than hardware. Guests means a VM system running on a host system where the host runs its own complete OS Instance (as opposed to a hypervisor), like VMware Workstation. Zone means Oracle/Sun Solaris specific nomenclature for a software partition which can run a virtual OS instance including but not limited to Sparse, native, and ipkg.
<i>Points</i>	means the numerical tracking system representing the total number of metrics Licensee is authorized to execute.

Term	Definition
<i>Production System</i>	means a system which has a Software product installed on, has processes of this product running and is either collecting data, executing policies, or sending/receiving messages. In case of HP Operations Target Connector, a Production System is setup to be monitored by HP Operations Manager Software product and is actually being monitored.
<i>Real Time</i>	means the ability to update performance data when it occurs versus waiting for it to be collected, stored and then presented.
<i>Server</i>	means any designated computer system in which an Instance or Instances of the Software is installed.
<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>Target Connectors</i>	means the Software product required for inclusion of a multiple-purpose Monitored Node in the monitored environment of the Software product.
<i>Use</i>	means to install, store, load, execute and display one 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.

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.

Depending on the implementation use, an appropriate license is required for:

- Production System: Software product license is required.
- Non-Production Failover System: Software product Non-Production Failover license is required.
- Non-Production Development/Test System: Software product Non-Production Dev/Test license is required.
- OM Cold Standby System: No incremental Software product license is required. Where technically required the respective license key can be obtained free of charge from HP.

In those cases where a Non-Production license is not offered for the Software Product, the production license has to be purchased for the respective use case.

HP Operations Manager

HP Operations Manager Software consists of multiple components with distinct licenses for each component.

The HP Operations Manager Management Server is licensed for installation and use on a single Server – either a Virtual Machine or physical server. Where the HP Operations Manager Management Server software is installed in a Clustered Computer, the license allows one Instance of the software to be active at any time within the Clustered Computer.

The Management Server Node license is included with the HP Operations Manager Management Server LTU and is only valid for running the agent software on the same Instance that the Operations Manager Management Server software is active on.

Where the HP Operations Manager Management Server software is installed in a Clustered Computer the Management Server Node license enables one Instance of the Agent Software to be active on the same Managed Node as the HP Operations Manager Management Server software. Additional Agent Software Instances active within the Clustered Computer require individual HP Operations OS Instance LTUs.

Additional licenses are required for:

- **Managed Nodes:** Any additional node managed by the HP Operations Manager management server requires an additional HP Operations OS Instance license which entitles the use of HP Operations Agent and HP Performance Agent on this OS Instance. In case this node is a single dedicated end-user desktop with no server functions, an HP Operations OS Instance Desktop license is required for each OS Instance entitling the use of HP Operations Agent and HP Performance Agent.
- **Monitored Nodes:** Additional HP Target Connector licenses are required for each multiple-purpose device that is being monitored using HP Operations Software product. Any interactive OS (interactive meaning that multiple concurrent user sessions are supported either through interactive logins or applications loaded within the OS environment) requires a Target Connector license OR an Operations OS Instance license. This includes systems managed by other event/performance management solutions.
 - Virtualization hypervisors are considered multi-user interactive devices, and require Target Connector licenses Operations OS Instances licenses. The hypervisor host and each virtual machine (guest) are counted as separate devices.
 - A Target Connector license is NOT required if an HP Operations OS Instance license exists for this target device.
 - NO Target Connector license is required if the information on the target device is originated from (NOT proxied thru) other HP monitoring software, for example: HP SiteScope, HP Internet Services, HP Storage Essentials, HP Systems Insight Manager, NonStop management, Webjetadmin, Procurve monitoring.

In general, non-interactive, single user, and single-purpose devices do not require a Target Connector license. This includes:

- Network devices such as hubs, switches, routers, modems, and similar.
- Presentation and output devices such as signboards, printers, and similar.
- Intelligent network devices such as load balancers, firewalls and content switches and similar.
- Dedicated end-user desktops with no server functions.
- ATMs.

Note: These exclusions do not apply to interactive operating systems' supplying these functions (for example, a Linux system that runs iptables) and desktops with server functions (e.g. print servers).

- **Smart Plug-ins:** Additional licenses are required for the installation and use of HP Operations Smart Plug-ins (SPIs). One SPI license is required for each Application Instance of the underlying application that is monitored by the SPI. In the case of off-node or remote monitoring using the SPI, one Target Connector for SPI license is required for each Application Instance of the underlying application.
- **Dependency Mapping Automation:** Additional licenses are required for the installation and use of HP Operations Dependency Mapping Automation. The product is licensed for the use on a single HP Operations Manager Management Server.

The HP Operations Manager for Windows® Management Server LTU entitles you to a license each for HP Reporter and HP Performance Manager. The HP Reporter license allows you to install HP Reporter locally on the management server or remotely on another system. A remote installation is recommended to balance the available resources. HP Performance Manager has to be installed locally on the Operations Manager Management Server.

HP Operations Manager i

The HP Operations Manager i Software product consists of multiple components with distinct licenses for each component.

The HP Operations Manager i Event Management Foundation Server, the HP Operations Manager i Health Perspective Views Server, and the HP Operations Manager i Topology Based Event Correlation Server are licensed for installation and use on a single Server – either a Virtual Machine or physical server.

Additional licenses are required for:

- **Managed Nodes:** Any additional node managed by the HP Operations Manager management server reporting to HP Operations Manager i Software requires an additional HP Operations OS Instance license.
- **Monitored Nodes:** Additional HP Target Connector licenses are required for each multiple-purpose device that is being monitored using HP Operations Software product. Any interactive OS (interactive meaning that multiple concurrent user sessions are supported either through interactive logins or applications loaded within the OS environment) requires a Target Connector license OR an Operations OS Instance license. This includes systems managed by other event/performance management solutions.
 - Virtualization hypervisors are considered multi-user interactive devices, and require Target Connector licenses or Operations OS Instance licenses. The hypervisor host and each virtual machine (guest) are counted as separate devices.
 - A Target Connector license is NOT required if an HP Operations OS Instance license exists for this target device.
 - NO Target Connector license is required if the information on the target device is originated from (NOT proxied thru) other HP monitoring software, for example: HP SiteScope, HP Internet Services, HP Storage Essentials, HP Systems Insight Manager, NonStop management, Webjetadmin, Procurve monitoring.

In general, non-interactive, single user, and single-purpose devices do not require a Target Connector license. This includes:

- Network devices such as hubs, switches, routers, modems, and similar.
- Presentation and output devices such as signboards, printers, and similar.
- Intelligent network devices such as load balancers, firewalls and content switches and similar.
- Dedicated end-user desktops with no server functions.
- ATMs.

Note: These exclusions do not apply to interactive operating systems' supplying these functions (for example, a Linux system that runs iptables) and desktops with server functions (e.g. print server).

- **Smart Plug-ins:** Additional licenses are required for the installation and use of HP Operations Smart Plug-ins (SPIs). One SPI license is required for each Application Instance of the underlying application that is monitored by the SPI. In the case of off-node or remote monitoring using the SPI, one Target Connector for SPI license is required for each Application Instance of the underlying application.

HP Operations OS Instance Advanced

Includes a single license for HP Operations OS Instance and HP SiteScope system monitoring for a single OS Instance. Customers using HP SiteScope 10.x or earlier are licensed for 15 Points. The 15 SiteScope Points must be used on the system they were bought for and can be used for the following monitor types only: CPU, Disk space, Memory, File, Directory, Microsoft Windows event log, Microsoft Windows performance counter, Microsoft Windows Services State, Microsoft Windows Resources, Service, Unix Resources, HP NonStop Resources, HP NonStop Event Log, Ping, Port, DHCP.

HP Operations OS Instance Performance

Entitles the use of HP Performance Agent on one single OS Instance. For use of the HP Performance Agent on any single dedicated end-user desktop OS instance with no server functions an HP Operations OS Instance Performance Desktop license is required.

HP Operations OS Instance Real Time Add-on

Includes a single license for HP Operations OS Instance Real Time Add-on for a single OS Instance. HP Operations OS Instance Real Time Add-on requires a corresponding HP Operations OS Instance Advanced LTU or Tier LTU and a licensed version of HP Performance Manager to view the real time data. HP Operations OS Instance Real Time Add-on LTU's are allowed to move across physical machines the environment with the node in Real Time. You cannot purchase a HP Operations OS Instance Real Time Add-on with a HP Operations OS Instance Performance only.

HP Operations SPI Instance Advanced

Includes a single license for HP Operations SPI Instance and a license for 15 Points of HP SiteScope. The SiteScope Points must be used only for monitoring the Application Instances for which the SPI Instance Advanced LTU has been purchased. They can be aggregated (e.g., based on the two SPI Instance Advanced LTUs purchased, use up to 30 Points for the second Application Instance and none for the first Application Instance). SiteScope Points cannot be transferred between the various SPIs (e.g., between SPI for Oracle DB and SPI for Sybase DB).

HP Performance Manager

The HP Performance Manager Software product is licensed for installation and use on a single computer – either a Virtual Machine or physical server.

HP Reporter

The HP Reporter Software product is licensed for installation and use on a single computer – either a Virtual Machine or physical server.

HP Operations Manager Suite offerings

Suite	Offering includes
<i>HP Operations Manager for Linux Basic Suite</i>	<ul style="list-style-type: none">▪ 1 HP Operations Manager for Linux Management Server LTU▪ 20 HP Operations OS Instance Advanced LTU▪ 1 HP Operations Smart Plug-in Oracle database Instance Advanced LTU▪ 1 HP Operations Smart Plug-in SQL Server Instance Advanced LTU▪ 1 HP Operations Smart Plug-in Active Directory Instance Advanced LTU▪ 1 HP Operations Smart Plug-in Exchange Server Instance Advanced LTU▪ 1 HP Operations Smart Plug-in for Virtualization LTU
<i>HP Operations Manager for Windows Basic Suite</i>	<ul style="list-style-type: none">▪ 1 HP Operations Manager for Windows Management Server LTU▪ 20 HP Operations OS Instance Advanced LTU▪ 1 HP Operations Smart Plug-in Oracle database Instance Advanced LTU▪ 1 HP Operations Smart Plug-in SQL Server Instance Advanced LTU▪ 1 HP Operations Smart Plug-in Active Directory Instance Advanced LTU▪ 1 HP Operations Smart Plug-in Exchange Server Instance Advanced LTU▪ 1 HP Operations Smart Plug-in for Virtualization LTU

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
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 Contractors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.

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