

ADDITIONAL LICENSE AUTHORIZATIONS

For HP Data Center Automation Center Software products

PRODUCT USE AUTHORIZATIONS

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

| Products | Suites |
|---|--|
| HP BSA Essentials | HP Cloud Service Automation for Matrix Suite |
| HP Cloud Service Automation Foundation | |
| HP Database & Middleware Automation | |
| HP Server Automation | |
| HP Service Automation Reporter | |
| HP Service Automation Visualizer | |
| Adaptive Computing Moab for HP Cloud Service Automation | |

Definitions

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

| Term | Definition |
|--|---|
| <i>Agent</i> | means that portion of the Software that manages and is required for each physical server, virtual server or container. |
| <i>Application Deployment Manager / Application Release Management</i> | means the tasks and processes associated with moving an application from development, through testing to production. |
| <i>Application Server</i> | means software that can be deployed standalone or clustered and has the sole purpose of acting as a container that hosts and executes one or more applications. Application Servers are typically J2EE application servers or .Net application servers. |
| <i>Compliance Management</i> | means the process of proactively establishing and applying compliance policies including patch levels and configuration standards. |
| <i>Connector or Conn</i> | means an integration element to a certain software, format or function through use of the HP Software Product. |
| <i>Core</i> | means the server side component of software. Is typically complemented by an Agent component. |
| <i>Database</i> | means a container which stores application data including table structure, stored procedures, and other functionality that runs on a Database Instance. |
| <i>Database Instance</i> | means a software application that has the sole purpose of acting as a container that hosts and executes one or more Databases. |
| <i>Device or Dev</i> | means an addressable entity, physical or virtual, including but not limited to router, switch, bridge, hub, server, PC, laptop, handheld device or printer that resides within the range defined for interrogation and asset tracking. |



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| 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>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 Entity or Mgd Enti</i> | means an addressable entity such as an operating system, middleware Instance, Database or application as specified in the Software specific license terms below . |
| <i>Operating System Instance or OS Inst</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>Patching and Provisioning</i> | means the act of applying patches to servers and the process of provisioning software such as operating systems, middleware etc. to physical or Virtual Machines. |
| <i>Points</i> | means the numerical tracking system representing the total number of metrics Licensee is authorized to execute. |
| <i>Reported Server Element</i> | means an element under management by Service Automation that is imported into Service Automation Reporter or BSA Essentials. |
| <i>Reported Non-Server Element</i> | means an element that is either under a Network Automation node or an Application Storage Automation Managed Storage element that is imported into Service Automation Reporter or BSA Essentials. |
| <i>SA Agent</i> | means an Agent that is designed to interoperate with the Server Automation core. |
| <i>Satellite</i> | means gateway software that interoperates with a standard Core or a Non-Production Core. |
| <i>Server</i> | means any designated computer system in which an Instance or Instances of the Software is installed. |
| <i>Solution Pack or SolPk</i> | means software that is imported into HP Database & Middleware Automation that provides specific pre-packaged automation capabilities. |
| <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>Universal Agent</i> | means an Agent running on a single Operating System Instance. |
| <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.

HP BSA Essentials

HP BSA Essentials Connector to BMC Atrium CMDB is licensed per HP BSA Essentials or HP Service Automation Reporter deployment and may only be used to connect to BMC Atrium Configuration Management Databases.

HP Cloud Service Automation Foundation

An HP Cloud Service Automation Foundation Server license entitles the use on 1 logical Cloud Service Automation Foundation system, which could include multiple physical or virtual servers.

Adaptive Computing Moab for HP Cloud Service Automation

Adaptive Computing Moab for HP Cloud Service Automation can only be used and integrated with HP Cloud Service Automation Foundation Server and cannot be used as a stand-alone product. The Adaptive Computing Moab for HP Cloud Service Automation Media includes multiple product modules including Moab Workload Manager, Moab Viewpoint Portal, and Moab Accounting Manager; Licensee is entitled to use the Workload Manager and Accounting Manager modules only.

HP Cloud Service Automation for Matrix Suite

HP Cloud Service Automation for Matrix Suite (HP CSA for Matrix Suite) builds on top of HP Insight Dynamics to automate the provisioning and monitoring of software running on HP BladeSystem Matrix hardware. CSA for Matrix Suite requires a separate HP Insight Dynamics license in order to operate with HP BladeSystem Matrix hardware. Includes one LTU for HP Cloud Service Automation for Matrix Suite Integration module which provides the ability to integrate the CSA for Matrix Suite with HP Insight Dynamics.

HP Database & Middleware Automation

HP Database & Middleware Automation is licensed per Solution Pack, per Managed Entity:

- For the Database Provisioning Solution Pack and the Application Server Provisioning Solution Pack a Managed Entity is defined as an Operating System Instance.
- For the Advanced Database Provisioning Solution Pack and the Advanced Database Patching Solution Pack, a Managed Entity is defined as a Database Instance.
- For the Database Compliance Solution Pack, a Managed Entity is defined as a Database Instance.
- For the Database Release Management Solution Pack, a Managed Entity is defined as a Database.
- For the Application Server Release Management Solution Pack, a Managed Entity is defined as an Application Server.

HP Server Automation

HP Server Automation includes a license of HP BSA Essentials. The HP BSA Essentials license can only be used in conjunction with HP Server Automation. HP Server Automation Enterprise Plus, Enterprise Edition and Starter Editions require an Oracle database; the license to run Oracle is not included with HP Server Automation. Customers are expected to purchase their license directly from Oracle or to use an existing license.

HP Server Automation Enterprise Plus

HP Server Automation Enterprise Plus is licensed by Operating System Instance. Multi-Master, Satellite and Service Automation Visualizer (SAV) functionality are included in HP Server Automation Enterprise Plus and are licensed by OS Instance and are limited to Use with the same HP Server Automation Enterprise Plus OS Instance license that it was originally licensed with. In addition, Multi-Master, Satellite and Service Automation Visualizer functionality that is included in HP Server Automation Enterprise Plus is also licensed to Use with previously purchased licenses of the stand-alone versions of HP Server Automation Multi-Master or HP Server Automation Satellite or HP Server Automation Visualizer.

HP Server Automation Starter Edition for Patching and Provisioning

Entry level HP Server Automation package which can be used in environments with up to 1000 Operating System Instances for the purpose of Patching and Provisioning including operating systems and applications. Customers are entitled to use other basic features such as global shell, baseline, and security features.

HP Server Automation Enterprise Edition

HP Server Automation Enterprise Edition is only licensed to customers who purchased HP Server Automation Enterprise Edition prior to September 1, 2011. No cap on the number of Enterprise Edition that can be managed outside the number of Enterprise Edition licenses purchased and no restriction on functionality within the product that can be used.

HP Server Automation Starter Edition for Compliance Management

HP Server Automation Starter Edition for Compliance Management is only licensed to customers who purchased HP Server Automation Starter Edition for Compliance Management prior to September 1, 2011. HP Server Automation Starter Edition for Compliance Management is an entry level HP Server Automation package which can be used in environments with up to 1000 Operating System Instances for the purpose of Compliance Management. Users are not entitled to perform Provisioning functions. Customers are entitled to use other basic features such as global shell, baseline, and security features.

HP Application Deployment Manager

(previously called HP Server Automation Starter Edition for Application Deployment Manager and HP Server Automation Starter Edition for Application Release Manager)

HP Application Deployment Manager is only licensed to customers who purchased HP Application Deployment Manager prior to September 1, 2011. HP Application Deployment Manager is a HP Server Automation edition with limited HP Operations Orchestration bundling which can be used for the purpose of Application Deployment Management. Administrative Users are entitled to use the lowest tier of HP Operations Orchestration, which is limited to 150 Devices, 1 Concurrent User and 1 Workflow Author User licenses.

HP Data Center Automation Center Suite offerings

| Suite | Offering includes |
|---|---|
| <i>HP Cloud Service Automation for Matrix Suite</i> | <ul style="list-style-type: none">▪ 50 HP Server Automation Starter Edition for Patching and Provisioning OS Instance▪ 400 HP SiteScope Points▪ HP CSA for Matrix Suite Integration |

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. |

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