

ADDITIONAL LICENSE AUTHORIZATIONS

For HP Service and Operations Bridge Center Software products

PRODUCT USE AUTHORIZATIONS

This document provides Additional License Authorizations for the following Software products in the Service and Operations Bridge Center of HP's IT Performance Suite Software:

Products	Suites
HP Problem Isolation	HP Service Intelligence Suite
HP Service Health Analyzer	
HP Service Health Optimizer	
HP Service Health Reporter	

The HP Operations Manager i Software product is covered in the Additional License Authorizations document for HP Systems Management Center Software products.

Definitions

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

Term	Definition
<i>CPU</i>	means a system that contains a single central processing unit with a single integrated circuit package with a single discrete processing core.
<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>Internal Use</i>	means access and Use of the Software for purposes of supporting the internal operations or functions of Licensee.
<i>Location</i>	means an end-point where a BPM Transaction can be run from. The same BPM Transaction is often run from multiple locations such as different city or country office locations.
<i>LTU</i>	means License To Use
<i>OM Node</i>	means a real or virtual computer system, or a device (for example printer, router or bridge) in a network.
<i>Points</i>	means the numerical tracking system representing the total number of metrics Licensee is authorized to execute.
<i>SaaS</i>	means Software as a Service which is a service which allows access to the Software, support and related professional services, as described in an order document, datasheet or a Statement of Work (SOW).
<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.



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Term	Definition
<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>Term Support</i>	means a fixed period support offering that is only valid during the time period of the associated Term LTU.
<i>Transaction</i>	means a series of distinct actions relevant for monitoring an IT service or process. It is represented and stored in Software as a single, unique measuring capability for a stated Key Performance Indicator (KPI).
<i>Use</i>	means to install, store, load, execute and display once copy of the Software.

Software specific license terms

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HP Problem Isolation

In a virtualized environment, HP Problem Isolation CPU licensing depends upon how the CPUs are allocated. If the virtualized environment is running a shared environment where there is a specified physical limitation on the amount of all the CPU an application can use, then HP Problem Isolation licensing is based on that limited CPU number. If the virtualized environment is using a shared environment where there are no bounds on the CPUs, then licensing is for all of the CPUs for the system.

HP Service Health Analyzer

The HP Service Health Analyzer Software product is licensed by OM Node.

HP Service Health Optimizer

The HP Service Health Optimizer Software product is licensed by OM Node.

HP Service Health Reporter

The HP Service Health Reporter Software product is licensed by OM Node.

HP Service and Operations Bridge Center Suite offerings

Suite	Offering includes
<i>HP Service Intelligence Suite</i>	<ul style="list-style-type: none"> ▪ 1 HP Service Health Analyzer for 50 Operations Management Nodes ▪ 1 HP Service Health Optimizer for 50 Operations Management Nodes ▪ 1 HP Service Health Reporter for 50 Operations Management Nodes

Note: To order additional OM nodes for the HP Service Intelligence Suite use the scalability SKUs for the individual products. It is not required to keep the scalability of all products at the same level.

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.	To the extent this restriction is not prohibited under applicable law, Licensee shall not disclose to any third party the results of (i) any performance benchmarks Licensee runs on Software Products themselves, or any portion thereof, or (ii) specific detailed comparisons Licensee makes between Software Products, or any portion thereof, and any Licensee or third-party product, in each case under (i) and (ii) without the prior written consent of HP.
D.	Unless stated otherwise, Licensee is authorized to Use one Device at a time for Licensee’s Internal Use.
E.	Licensee accepts Software upon delivery.
F.	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.
G.	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.
H.	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.
I.	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.

