

# ADDITIONAL LICENSE AUTHORIZATIONS

for HP CMS OSS Fulfillment products

## PRODUCT USE AUTHORIZATIONS

This document provides Additional License Authorizations for the following Software products of HP Communications & Media Solutions business unit:

Products	Products (Continued)
HP Business Solution for Metro-Ethernet / HP Business Solution Pack Commercial	HP Service Activator
HP Business Solution for Mobile / HP Business Solution Pack Retail	HP Service Activator NA Integration
HP NGOSS Agreement Management	HP Service Activator NNMi Integration
HP Number Portability Solution	HP Service Activator Utility Solution
HP Subscription Repository	HP Service Activator VPN Solution Pack
HP Service Activation Extension Pack	HP Trueview Inventory HP Trueview Reconciliation

## Definitions

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

Term	Definition
Business Solution	see Solution.
Cluster Node	means a Server installed in a cluster.
Fulfillment Cluster/Dev/Test	The Cluster/Dev/Test LTU is a cluster Server or test Server license for high-end platforms. The Cluster/Dev/Test LTU may only be used in one production system cluster or one test environment when a HP Service Activator LTU has been purchased.
Cold Standby System	means a non-production standby system which is NOT up and running. If the production system breaks down, or needs to be taken out of service, You are required to switch on and start the Cold Standby System in order to take over for the Production System.
Core	means the sub-component of the CPU that actually performs the reading and executing of the instruction. Single-core processors can only process one instruction at a time. Multiple-core processor a processing system composed of two or more independent cores.
Device	means an addressable entity 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.
E-LTU and E-Media	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.
Fixed line service	means a communication services received over fixed line technology such as FTTx, GPON, ADSL, Metro-Ethernet, but not exclusive.
Fixed Line Subscriber	A subscriber receiving a service over a fixed line.



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Fulfillment Token	means the metric a licensee is authorized to use.
High end platform	means platform with full functionality including cluster support and 64bits Java runtime environment. For HP Service Activator these are platforms with HP-UX, Sun SPARC and RHEL or similar operating systems.
Instance	means each implementation of the application installed on a Server.
Low end platform	means platform for licensees with limited functionality such as no cluster support and only 32 bits Java runtime environment.
LTU or License To Use	License to Use is used when a license key is required to enable product use.
Mobile Subscriber	means subscriber receiving a service for a mobile device.
PAYG or "Pay as you grow"	means a perpetual license scheme based on evolution of a specific usage criterion with pre-defined thresholds. As threshold is reached, the customer is required to purchase additional license as part of jointly agreed monitoring process involving HP and customer. Detailed PAYG conditions need to be agreed in the commercial agreement.
Production System	means a system which has a HP software product installed and is running some or all of the product's processes to be used for collecting data, executing product logic, or sending/receiving messages.
RTU or Right To Use	Right to Use is used when there is no license key required to enable the product use.
Server	means any designated computer system in which an Instance or Instances of the software is installed.
Solution	means a collection of software to address a specific business issue.
Solution Pack	means a collection of software within a business solution, to implement a sub function.
Unlimited or Unltd	means without restrictions in terms of number of systems, devices, or media depending on the context.

## 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.

Unless otherwise stated, HP OSS Service Fulfillment software products are licensed operating systems independent. Note that not all products may be available on all platforms.

If the software products are part of a HP solution, the license terms of the solution will take precedence where these Additional License Authorization contradict with the solution license terms.

The following license terms are applicable for HP Service Fulfillment Software products:

### **HP Subscription Repository**

- HP Subscription Repository is licensed using PAYG model and is measured by the number of subscriptions. A minimum configuration of 500,000 subscriptions is defined. To cope with growth of the solution (i.e. increase of number of subscriptions) additional capacity needs to be purchased. The license is based on maximum number reached (and will not go down if the capacity decreases).

### **HP NGOSS Agreement Management**

- HP NGOSS Agreement Management is licensed using PAYG model and is measured by the number of subscriptions. A minimum configuration of 500,000 subscriptions is defined. To cope with growth of the solution (i.e. increase of number of subscriptions) additional capacity needs to be purchased. The license is based on maximum number reached (and will not go down if the capacity decreases).

### **HP Trueview Inventory / HP Trueview Reconciliation**

- HP OSS Fulfillment Solution for Inventory Management provides two main functions from the eTOM map : Inventory (HP Trueview Inventory) and Discovery and Reconciliation (HP Trueview Reconciliation).
- HP Trueview Inventory can be used separately or combined with HP Trueview Reconciliation
- HP Trueview Reconciliation can be used to populate HP Trueview Inventory or any other external Inventory System that is capable to fully receive/read/process the data.
- HP Trueview Inventory is sold as LTU per Server and requires one separate license per Production System Server and one per Server for Fulfillment Cluster/Dev/Test use.
- The HP Trueview Inventory license key is tied to the MAC address of the Server.
- An HP Trueview Inventory license is not restricted in its use by the number of users.
- HP Trueview Reconciliation is sold as LTU per Server and requires one separate license per Production System Server and one per Server for Fulfillment Cluster/Dev/Test use.
- The HP Trueview Reconciliation license key is tied to the MAC address of the Server.
- HP Trueview Reconciliation is licensed using PAYG model and is measured by the number of network elements ("NE"). A maximum configuration of 1,000 NE is associated with HP Trueview Reconciliation license. To cope with growth of the solution (i.e. increase of number of NE) additional capacity needs to be purchased. The license is based on maximum number of NE reached at a time (and will not go down if the capacity decreases).
- A HP Trueview Reconciliation license is valid only for physical discovery.
- For a HP Trueview Reconciliation extension additional adapters need to be purchased separately and can be deployed to complement discovery. It is licensed per adapter deployed in the solution (one adaptor can be deployed several times with only one license).
- For a HP Trueview Reconciliation extension additional technology need to be purchased. It is licensed per technology deployed in the solution (one technology can be deployed several times with only one license within the same Production System Server)
- In case HP Trueview Inventory and HP Trueview Reconciliation are deployed on the same Server that is not used for a Production System (i.e. development system, test system) only one license for non-production system is required.

### **HP Business Solution Pack Retail (HP Business Solution for mobile)**

- HP Business Solution for mobile networks is a combination of one or more HP Business Solution Pack for Retail. It implements end-to-end fulfillment stack (commercial and technical) for mobile networks.
- To allow flexibility and match as closely as possible customer needs, HP Business Solution for mobile networks is defined as a set of HP Business Solution Packs Retail. Each one implementing a different sub-function (e.g.: order entry in commercial fulfillment or activation in technical fulfillment). Only HP Business Solution Packs Retail are licensed, not the entire HP Business Solution for mobile networks.
- HP Business Solution Pack Retail can be used separately, in conjunction with external applications, or combined together with other HP Business Solution Pack Retail licenses, at the time of initial deployment or over time.
- In case several HP Business Solution Packs Retail need to be deployed (to implement several sub-functions), one license is required for each HP Business Solution Pack Retail.
- HP Business Solution Pack Retail license can be used for production or non production system (development, test, pre-production) irrespective of the number and type of Servers deployed.
- HP may decide in its sole discretion to include certain HP Service Activator licenses into the HP Business Solution Pack Retail. HP Service Activator products delivered in this context may only be used as part of an HP Business Solutions for Mobile, and any deployment of HP Service Activator in a different context requires a specific license (see HP Service Activator).
- HP Business Solution Pack Retail is licensed using the PAYG model and is measured by the number of mobile subscribers. A minimum configuration of 200,000 mobile subscribers is defined. To cope with growth of the solution (i.e. increase of number of mobile subscribers' number) additional capacity needs to be purchased. The license is based on maximum number reached (and will not go down if the capacity decreases).
- HP Business Solution Pack Retail license may be used for a single legal entity only. The parties may agree otherwise in writing.
- HP Business Solution for mobile can be combined with other HP business solutions to implement convergent solution.
- HP Business Solution Pack Retail license does not provide licenses or right to use of any 3<sup>rd</sup>-party order management or inventory products.

#### **HP Business Solution Pack Commercial (HP Business Solution for metro-Ethernet)**

HP Business Solution for metro-Ethernet is a combination of one or more generic HP Business Solution Pack for Commercial. It implements end-to-end fulfillment stack (commercial and technical) for metro-Ethernet /VPN network.

- To allow flexibility and match as closely as possible customer needs, HP Business Solution for metro-Ethernet is defined as a set of HP Business Solution Packs Commercial. Each one implementing a different sub-function (e.g.: order entry in commercial fulfillment or activation in technical fulfillment). Only HP Business Solution Packs Commercial are licensed, not the entire HP Business Solutions for metro-Ethernet.
- HP Business Solution Pack Commercial can be used separately, in conjunction with external applications, or combined together with other HP Business Solution Pack Commercial licenses at the time of initial deployment or over time.
- In case several HP Business Solution Packs Commercial need to be deployed (to implement several sub-functions), one license is required for each HP Business Solution Pack Commercial.
- HP Business Solution Pack Commercial license can be used for production or non production system (development, test, pre-production) irrespective of the number and type of Servers deployed.
- HP Business Solution Pack Commercial is licensed using the PAYG model and is measured by the number of orders/month. A minimum configuration of 2,000 orders/month is defined. To cope with growth of the solution (i.e. increase of number of orders/month' number) additional capacity needs to be purchased. HP Business Solution Packs Commercial license is based on maximum number reached (and will not go down if the capacity decreases).
- HP Business Solution Pack Commercial license may be used for a single legal entity only. The parties may agree otherwise.
- HP Business Solution for metro-Ethernet can be combined with other generic HP Business Solution Packs to implement convergent solution.
- HP Business Solution Pack Commercial license does not provide licenses or right to use of any 3<sup>rd</sup>-party order management or inventory products.
- HP Business Solution Pack Commercial license does not provide licenses to use HP Service Activator.

## HP Service Activator

The HP Service Activator software is licensed per Server unless explicitly licensed on a per "Pay As You Grow" basis.

### HP Service Activator (licensed per Server)

- HP Service Activator is sold as LTU per Server and requires one separate license per production Server and one per Server for Fulfillment Cluster/Dev/Test use.
- The license key will be tied to the IP address of the Server.
- An HP Service Activator license is not restricted in its use by the number of operators, number of subscribers, number of orders/transactions or number of devices it manages.
- HP may sell a product solution embedding the HP Service Activator software. If the terms and condition of the HP product solution imposes certain use restrictions (e.g.: number of operators, number of subscribers activated by the solution, number of orders handles per second), then the use restrictions of the solution takes precedence over the restrictions of these Additional License Authorizations
- **HP Service Activator Tier A LTU** is a set of HP Service Activator licenses to use HP Service Activator and it's solutions for one country only. The HP Service Activator Tier A license includes up to 15 Servers LTUs or RTUs of HP Service Activator within a clustered environment, including pre-production and test licenses as well as all the HP Service Activator solutions which can run within an HP Service Activator environment. The Tier A LTU does not include the right to use the Business Solutions.
- **HP Service Activator Tier B LTU** is a platform license for high-end UNIX platforms (including HP Itanium and Sun SPARC) running in a clustered environment. If the solution is configured in a clustered environment, then the license provides the right to use of the first Server in the cluster. For use of additional platforms in the same cluster, separate HP Service Activator Tier B Cluster/Dev/Test LTU or HP Service Activator Tier C Cluster/Dev/Test LTU licenses is required and must be ordered separately.
- **HP Service Activator Tier B Cluster/Dev/Test LTU** is a cluster node/test node license for high-end UNIX platforms. The HP Service Activator Tier B Cluster/Dev/Test LTU may only be used in a clustered or test environment when a HP Service Activator Tier B LTU or a HP Service Activator Tier C LTU has been purchased.
- **HP Service Activator Tier C LTU** is a platform license for high-end Linux platforms (including HP Itanium and Sun SPARC) running in a clustered environment. If the solution is configured in a clustered environment, then the license provides the right to use of the first Server in the cluster. For use of additional platforms in the same cluster, separate HP Service Activator Tier B Cluster/Dev/Test LTU or HP Service Activator Tier C Cluster/Dev/Test LTU licenses is required and must be ordered separately.
- **HP Service Activator Tier C Cluster/Dev/Test LTU** is a cluster node/test node license for high-end Linux platform (including Intel based x64 bit RHEL5). The HP Service Activator Tier C Cluster/Dev/Test LTU may only be used in a clustered or test environment when a HP Service Activator Tier B LTU or HP Service Activator Tier C LTU has been purchased.
- **HP Service Activator Tier D LTU** is a platform license for high-end UNIX/Linux platforms. The HP Service Activator Tier D LTU may not run within a clustered environment
- **HP Service Activator Tier D Dev/Test LTU** is a test node license for high-end Unix/Linux platforms (including HP Itanium, Sun SPARC, and RHEL). The HP Service Activator HP Tier Dev/Test LTU may only be used in a test environment when a HP Service Activator Tier D LTU has been purchased.
- **HP Service Activator Tier E LTU** is a platform license for low-end Windows 32 bit x86 platforms. The HP Service Activator Tier E LTU may not run within a clustered environment. This license may be used in conjunction with Tiers B, B Cluster/Dev/Test, C, C Cluster/Dev/Test, D, D Cluster/Dev/Test as a Development and Test license only.
- **HP SERVICE ACTIVATOR Tier P LTU** is a platform license for all supported platforms where the daily number of activations never exceeds 10. If the solution is configured in a clustered environment, then the license provides the right to use of the first server in the cluster. For use of additional platforms in the same cluster, a HP Service Activator Tier P Cluster/Dev/Test LTU or HP Service Activator Tier C Cluster/Dev/Test LTU licenses need to be purchased separately. If the solution is configured in a clustered environment, then HP Service Activator Tier P LTU may be complemented with additional HP Service Activator Tier P Cluster/Dev/Test LTU licenses.
- **HP SERVICE ACTIVATOR Tier P Cluster/Dev/Test LTU** is a cluster node/test node license. The HP Service Activator Tier P Cluster/Dev/Test License may only be used in a clustered or test environment when a HP Service Activator Tier P LTU has been purchased.
- **HP SERVICE ACTIVATOR Tier X LTU** is licensed for a specific platform according to the license terms of the product solution it is sold with. The license cannot be sold independently of a product solution without a SKU. The license may only be used for the solution it was sold with.
- **HP SERVICE ACTIVATOR Tier X Cluster/Dev/Test LTU** is licensed for a specific platform according to the license terms of the product solution it is sold with. The license cannot be sold independently of a product solution without a SKU. The HP Service Activator Tier X Cluster/Dev/Test License may only be used in a clustered or test environment. The license may only used be for the solution it was sold with.

## HP Service Activator “Cold” Disaster Recovery Rights

For each instance of Server software you run in a physical or virtual machine on a licensed Server, you may for the period of disaster recovery (but in no event exceeding 90 calendar days) run a backup instance in a physical or virtual machine on a Server dedicated to disaster recovery. The following limitations apply for disaster recovery use in addition to the other product restrictions:

- The HP Service Activator software must not be running except for (i) limited software self-testing and patch management, or (ii) disaster recovery.
- The disaster recovery Server may not be in the same cluster as the production Server.
- Licensee may run the backup and production instances at the same time only while recovering the production instance from a disaster.

## HP Service Activator Upgrade License

HP Service Activator Upgrade License allows upgrading one instance of the HP Service Activator software from an existing HP Service Activator platform to a more expensive platform.

## HP Service Activator PAYG Fulfillment Tokens

The software is sold on a PAYG basis based on fulfillment tokens where the fulfillment tokens are mapped to specific metrics for the solution built on top of HP Service Activator. The fulfillment tokens can be mapped to

- Number of mobile subscribers managed by the licensee in mobile subscriber solutions or
- Number of residential internet or residential VoIP subscribers managed by licensee in a fixed line solution

The tokens are sold in bulks of 1.000.000 or 500.000 units within five price bands defined by the capacity used by the service provider. The fulfillment tokens must be purchased by licensee as the capacity of the solution is used.

Mapping between fulfillment tokens and solution specific PAYG capacity metric

# Capacity Metric	Requires
1 Mobile Subscriber	1 fulfillment token
1 fixed line residential IP or VOIP subscription	2 fulfillment tokens

- The number of Mobile Subscribers used as PAYG metric is defined by the number of subscribers reported in licensee’s quarterly financial report.
- The HP Service Activator PAYG license allows the service provider to use 15 LTUs for Production Systems for a single country. For each production Server a Tier X license must be purchased.
- The HP Service Activator PAYG LTU cannot be used for enterprise internet / VoIP activation solutions.
- **HP Service Activator PAYG test/dev** is only available to Licensees who also purchased one of the HP Service Activator PAYG solutions: Residential Subscribers, Mobile Subscriber. The HP Service Activator PAYG test/dev includes four (4) LTUs.

## HP Service Activator PAYG Transactions Per Second

The HP Service Activator Service Activator PAYG Transactions Per Second license model is only available to service providers in South America with more than 50 million subscribers.

The HP Service Activator PAYG Transactions Per Second license model is comprised of several RTUs based on the number of transaction per second used for a mobile subscriber activation solution.

- Allows the use for 15 Servers for Production Systems within one single legal entity.
- A transaction is defined as **any** request sent to the HP Service Activator mobile solution. A bulk request containing multiple activations requests is counted as number of included sub-requests and not just one request.
- The Transaction Per Second is counted as the number of incoming request within one second. The maximum number of TPS recorded at any time defines the used capacity of the solution. Capacity no longer used cannot be traded back.
- The PAYG Transactions Per Second license model cannot be used for activation solutions for other purpose than mobile subscriber activation. When the licensee exceed the range threshold the first time, the licensee must buy right to use of the next band.
- The Transactions Per Second capacity is sold separately or in bulks of 5 based on the capacity used by the licensee with a minimum of 200 TPS at entry.

## HP Service Activator Extension Pack

- HP Service Activator Extension Pack requires a HP Service Activator license.
- HP Service Activator Extension Pack is sold as RTU and one instance permits multiple installations.
- HP Service Activator Extension Pack is supported on all platforms where HP Service Activator is supported.

### **HP Service Activator Extension Pack lite**

- Includes the right to use the “Solution Container” component in the Extension Pack and up to three (3) of the remaining eight (8) components in the HP Service Activator Extension Pack.
- It is limited to
  - a) Low-end platforms (HP Service Activator Tier E and Tier P) or test/dev systems.
  - b) All other platforms when only a sub-set of the components are needed.

### **HP Service Activator VPN Solution Pack**

- The HP Service Activator VPN Solution Pack is sold as RTU and requires an HP Service Activator Core installation, which must be ordered separately.
- The HP Service Activator VPN Lite is limited to low-end platforms (HP Service Activator Tier E and Tier P).

### **HP Service Activator NNMi Integration**

The HP Service Activator NNMi Integration provides integration between the HP Service Activator and the HP Network Node Manager (NNMi) software.

- Requires a HP Service Activator license.
- For each HP Service Activator Production System only one instance of the HP Service Activator NNMi Integration license is required.

### **HP Service Activator NA Integration**

The HP Service Activator NA Integration provides integration between the HP Service Activator and the Network Automation software.

- Requires a HP Service Activator license.
- For each HP Service Activator Production System only one instance of the HP Service Activator NNMi Integration license is required.

### **HP Number Portability Solution**

The HP Number Portability Solution requires the HP Service Activator software LTU which must be purchased separately.

- The first HP Service Activator Cluster Node requires a Tier P license. Additional cluster nodes or Servers for testing and development require separate Tier P Cluster/Dev/Test licenses.

### **HP Service Activator Utility Solution**

- The HP Service Activator Utility solution is comprised of several RTUs depending on the number of subscriber meters (**MU** – Meter Units) used within the utility company network. The utility base must always be purchased. When the capacity of the allowed MU for the utility based is exceeded, additional utility tiers must be purchased. The summed number of allowed MU for all the utility tiers must exceed the actual number of MU in the network.
- **HP Service Activator Utility Base LTU:** Allows up to 30,000 (30K) Meter Units and includes one LTU of the HP Service Activator Software. A LTU for each additional cluster node Server requires a separate Tier X license.
- **HP Service Activator Utility Tier A RTU:** Requires a Utility Base LTU. One Utility Tier A RTU is required for every 10,000 (10K) MUs, where the number of MUs exceeds 30,000 (30K) MUs. The maximum number of MUs supported in this tier is 500,000 (500K) MUs.
- **HP Service Activator Utility Tier B RTU:** Requires a Utility Base LTU and 47 Utility Tier A RTUs. One Utility Tier B RTU is required for every 100,000 (100K) MUs, where the number of MUs exceeds 500,000 (500K) MUs. The maximum number of MUs supported in this tier is 2,000,000 (2M) MUs.
- **HP Service Activator Utility Tier C RTU:** Requires an Utility Base LTU, 47 Utility Tier A RTUs, and 15 Utility Tier B RTUs. A Utility Tier C RTU is required for every 100,000 (100K) MUs, where the number of MUs exceeds 2,000,000 (2M). The maximum number of MUs supported in this tier is 5,000,000 (5M) MUs.
- **HP Service Activator Utility Tier D RTU:** Requires a Utility Base LTU, 47 Utility Tier A RTUs, 15 Utility Tier B RTUs, and 30 Utility Tier C RTUs. A Utility Tier D RTU is required for every 100,000 (100K) MUs, where the number of MUs exceeds 5,000,000 (5M). The maximum number of MUs supported in this tier is 10,000,000 (10M) MUs.
- **HP Service Activator Utility Tier E RTU:** The HP Service Activator Utility Tier E is required on top of the Utility Base LTU, 47 Utility Tier A RTUs, 15 Utility Tier B RTUs, 30 Utility Tier C RTUs, and 50 Utility Tier D. A Utility Tier E RTU is required for every 1,000,000 (1M) MUs, where the number of MUs exceeds 10,000,000 (10M).

## 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.

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