ADDITIONAL LICENSE RESTRICTIONS
For Application Lifecycle Management Software Plus Business Availability Center Software

In addition to HP's standard terms and conditions or a separate Agreement between Licensee and HP or its Suppliers   (the "Agreement") the following license restrictions are applicable:

DEFINITIONS:

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

"Adapter" means the test management adapter software developed by Licensee using the QC Synchronizer SDK to enable the test management HP Software to properly interoperate, during run-time, with the Designated Application or Technology.

"Agent" means that portion of the Software that manages and is required for each physical server, virtual server or container.

"Application Monitor" means any discrete physical Instance of the monitored application, whether on the same or separate servers within the Licensee's infrastructure.

"Application Under Test" or "AUT" means a software application being tested by Software.

"Area" means a license allowing the Software to be used in a single region, defined as the Americas (North, Central and South America and Mexico) or EMEA (Europe, Middle East and Africa) or JAPAC (Japan, Asia, Pacific Rim and Australia); Area cannot be global or multiple regions. Area is determined where the order for the license is placed, unless the applicable   Transaction Documents indicate otherwise.

"BPM Targets" means a script running on a given host which does not count or track Transactions.

"BPM Transaction" means monitored start and stop point step in a script, independent of location.

"Bundle or Bdl" means an offering which includes a Term LTU, Term Support and SaaS.

"Business Process" means the business workflow required to achieve a particular task or goal.

"Cold Standby System" means a standby non-production system which is NOT up and running. If the production system breaks down, or needs to be taken out of service, Licensee is required to switch on and start the Cold Standby System in order to take over for the production system.

"Concurrent" or "CC" Users" means the Software is licensed by the amount of users that simultaneously use the Software at any one point in time. The Software can be installed on any number of computers, provided that the actual usage of the Software does not exceed the number of licenses purchased.

"Controller" means the interface by which a load test is managed and executed. The Controller is used to execute multiple, simultaneous Virtual Users per the scheduler in the Controller.

"CPU" means a system that contains a single central processing unit with a single integrated circuit package with a single discrete processing core.

"Designated Application or Technology" means that certain Licensee proprietary or third party software application, operating system, middleware or other technology platform, standard, protocol or functionality.

"Development and Test Systems" means a non-production system to be used only for a) developing Licensee add-on applications in order to access the licensed Software b) migration testing c) pre-production staging or (d) version upgrades/configuration and transition purposes for HP testing products such as Quality Center, Functional Testing, ServiceTest, LoadRunner and Performance Center (including Diagnostics module).

"Device" means an addressable item 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.

"Fail or Failover" means a backup operation that automatically switches the functions of a primary system to a standby server if the primary system fails or is temporarily taken out of service.

"Floating Users" shall mean the maximum number of individuals out of a total user population, authorized by the Licensee to access the Software at a given point in time**.**

"Foundation" means a single Instance of the core or primary components of a software application which enable its basic functionality, and without which the additional modules available for the application are unable to operate. Foundation software may be installed on one or multiple servers, depending on the specific architecture required to enable the functioning of the single Instance.

"Global" or "Gbl" means the right to use Software worldwide as specified in the Software License Information.

"Hot Standby System" means a non-production system which is up and running, ready to take over from the production system if the production system breaks down or needs to be taken out of service. .

"**Instance**" is defined as each implementation of the application installed on a server.

"Monitored CPU" means a CPU operating on Licensee's network that is monitored by Software.

"MSU or Million Service Units" is defined as a measurement of the amount of processing work a computer can perform in one hour. MSU is mainly associated with IBM Mainframe computers.

"Named Casual User" (HP PPM Demand Management) means a Named User that may access APIs, create and view requests, update only the requests the user created, view portals, and run/view reports.

"Named Power User" (HP PPM Demand Management) means a Named User that may access APIs, create and view requests, update requests created by any Demand Management user, review the system portal and run/view reports;

"Named Users" means a specific individual authorized by Licensee to access the Software regardless of whether they are actively using the Software.

"Non-Production or NP" means internal use which is limited to Use on a Development and Test Systems and/or Hot and Cold Standby Systems. This NP license requires the previous purchase of the equivalent or greater production licenses.   Support for NP licenses is restricted to the period of and current status of the equivalent production license.

"Occasional User" means a user who logs into the SaaS Project and Portfolio Management instance once a week or less.

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"Points" means the numerical tracking system representing the total number of metrics Licensee is authorized to execute.

"Properties" means an attribute or characteristic describing an object, entity, or artifact exposed in the user interface*.*

"SaaS" means Software as a Service by which HP operates the Software on Licensee's behalf on the SaaS Infrastructure, as described in an order document or a Statement of Work (SOW).

"Saas Infrastructure" means HP's proprietary technology, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by HP or licensed to HP from a third party) used in order to deliver SaaS.

"Seat" means only one device is authorized to use the Software within the designated Site at a time.

"Session" means a software connection whether started remotely or locally and whether on a physical machine or a virtual machine.

"*Site*" means a license allowing the Software to be used at an address (e.g., room number, department number, building number, street address, campus etc.) or a group of addresses specified in the applicable Transaction Document. Site cannot include addresses in multiple countries or states.

"Solution Template" means a superset of HP SiteScope Enterprise Application monitors with pre-defined thresholds and optimized metrics for the underlying application.

"Standard Users" means those users who log into the SaaS Project and Portfolio Management instance more than once a week.

"Suite" 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.

" Term License to Use or Term LTU" 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.

"Term Support" means a fixed period support offering that is only valid during the time period of the associated Term LTU. "*Third Party "* means an external entity that is contractually engaged by License to provide services to Licensee, such as   consulting or outsourcing services, which require access or use of the Software by such entity.

"Third Party Use" means as authorized in the Software Specific License Terms, Licensee may permit a Third Party to access and use the Software on Licensee's behalf for the sole purpose of providing services to Licensee, provided that; (i) If Licensee has a Site License then a Third Party may use the Software only at Licensee's site (ii) for geographically restricted licenses Licensee has purchased the required Area or Global license   for use at Third Party's Location,(iii) Licensee designates' Third Party as Licensee's designated personnel under HP's support and maintenance services, (iv) Licensee indemnifies HP for the use of the Software by the Third Party. Third Party may not use the Software for their own internal   business purposes, nor permit any other third party to access the Software (v) Licensee shall provide written notice to HP of the Third Party's name and the address of Third Party's Location and (vi) Upon the termination or expiration of Third Party's services to Licensee, Licensee shall promptly instruct the Third Party to remove and return all Software in its possession to Licensee. Licensee shall promptly notify HP of such termination or expiration.

"Third Party Location" means a location leased or owned by the Third Party.

"Transaction" 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).

"Virtual User" or "VU" means a software process emulating users executing an "end user" use interaction against an AUT.

"Virtual User Days" or "VUDS" means VU's that may be executed in an unlimited number of runs against a single AUT within a single twenty four (24) hour period from first execution. VUD licenses expire 24 hours after the first test.

"Virtual User Generator" or "VUGen" means a utility in the Software to create test scripts.

SOFTWARE SPECIFIC LICENSE TERMS

HP LoadRunner

The HP LoadRunner license and AUT must reside at the same Site but load generation may occur anywhere. Remote control is allowed only when the LoadRunner software and the AUT reside at the same Site. HP LoadRunner Controller & Monitors Software includes unlimited VuGen development licenses which may not be used: (i) stand-alone; (ii) with other HP products; or (iii) with any other product without HP's prior written consent. HP Diagnostics licensed for use with HP LoadRunner may only be used with a licensed HP   LoadRunner Controller. HP LoadRunner includes a license for 500 HP SiteScope points. HP SiteScope Software that is bundled as part of the functionality within another HP Software product must be used only with the Software originally licensed, and cannot be used as a stand-alone product, or with other third party or other HP Software without HP's prior written consent. HP Software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed and may not be used for any other purpose. The HP LoadRunner demonstration tutorial Software included with HP LoadRunner may be used only for demonstration purposes.

HP Performance Center

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only for the testing (load or functional) function originally licensed and may not be used for any other purpose. HP Quality Center includes a license for QC Synchronizer. Use of the QC Synchronizer is limited as follows:

- QC Synchronizer may be used only to develop adapters between QC Requirements and/or Defects with 3rd party tools and other (non-Quality Center) HP software solutions. Synchronization between two or more Quality Center Instances is not allowed.
- For the QC Premier Edition the QC Synchronizer may be used to develop adapters between QC Requirements and/or Defects with 3rd party tools and other HP software solutions. Synchronization between Quality Center Instances (and the Instance itself) is allowed as long as all Quality Center Instances being synchronized are Quality Center Premier Editions.

QC Premier Edition includes the right to use as many High Availability Servers as required within a single production QC Premier installation/cluster. High Availability Server may not be used to set up a separate QC Instance. For QC Enterprise Edition, each High Availability Server is priced separately within installation/cluster.

HP Quality Center (QC) Synchronizer SDK

The HP QC Synchronizer SDK is a non-transferable, nonexclusive, internal use license, without right to sublicense, to use one copy per developer solely for the purpose of developing and using the Adapter for Licensee's own internal use. Licensee shall build a production ready Adapter that interoperates with the HP Software solely for the internal business purposes of Licensee and not for marketing, licensing or distribution of the Adapter to third parties. Company shall develop the Adapter for use with the Designated Application or Technology solely for use and interoperation with the HP Software. To develop and use the Adapter, Licensee must also have in effect a separate valid production license for the HP Software. A separate license for the HP QC Synchronizer SDK will be required for each Adapter developed by Licensee.

 Licensee shall not: (i) modify or adapt the HP QC Synchronizer SDK   (ii) copy the HP QC Synchronizer SDK, except for making a reasonable number of copies to the extent necessary for prudent back-up and disaster recovery purposes; (iii) create derivative works based on the HP QC Synchronizer SDK   (iv) use the HP QC Synchronizer SDK in any way that competes with HP, HP Software or any extension to the HP Software developed and marketed by HP; (v) allow any third party to use or have access to the HP QC Synchronizer SDK (vi) distribute, rent, lease, lend, transfer or sublicense the HP QC Synchronizer SDK or (vii) use the HP QC Synchronizer SDK to develop an Adapter for synchronizing test management HP Software data with other test management HP Software data.

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HP Functional Testing
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HP Unified Functional Testing

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HP Business Availability Center for SAP Suite
Includes a license to use the following quantities of the following:

1 Universal Configuration Management Database Foundation
10 Discovery & Dependency Mapping ADVANCED Editions CPUs
100 System Availability Management with Site Scope Points
10 End User Management with Business Process Monitor Transactions
1 SiteScope SAP R/3 Application ServerSolution Template
1 SiteScope SAP NetWeaverApplication Server Solution Template
1 BPI SAP iDoc Adapter

HP Business Availability Center for Seibel Suite
Includes a license to use the following quantities of the following:

1 Universal Configuration Management Database Foundation
20 Discovery & Dependency Mapping ADVANCED Editions CPUs
200 System Availability Management with Site Scope Points
20 End User Management with Business Process Monitor Transactions
3 SiteScope Siebel Solution Templates (Siebel Application Server, Siebel Web Server, Siebel Gateway)
10 Diagnostics for Siebel CPUs

HP SiteScope Solution Templates
HP SiteScope Solution Templates are licensed per Solution Template per Site.   HP SiteScope Solution Templates do not include HP SiteScope Points but do consume them. Licensee must have a license for HP SiteScope.

HP Business Availability Center for Service Providers:
Includes a license to use the following quantities of the following:

100 System Availability Management with SiteScope Points
16 Discovery & Dependency Mapping ADVANCED Edition CPUs
50 Service Level Management Points for System Availability Management with SiteScope

HP Business Availability Center for Service Consumers:
Includes a license to use the following quantities of the following:

10 BPM Transactions
10 Service Level Management for BPM Transactions

HP SiteScope Application Monitors
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HP Site Scope Failover
SiteScope Failover is a special version of SiteScope that includes automated mirroring and Failover functionality. It enables you to implement Failover capability for infrastructure monitoring by provisioning for backups, redundant, and failover mechanisms.

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