



Additional License Authorizations

For HPE Helion CloudSystem products

Products covered

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE *	NON PRODUCTION LICENSES
HPE Helion CloudSystem Foundation		N/A
HPE Helion CloudSystem Enterprise		N/A
HPE Helion CloudSystem Foundation Software	Yes	Class 3
HPE Helion CloudSystem Enterprise Software	Yes	Class 3

* Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

Definitions

Capitalized terms not otherwise defined in this ALA document are defined in the governing agreement.

TERM	DEFINITION
HPE Helion CloudSystem Foundation	means the integrated hardware and Software product used for delivery and management of simple infrastructure cloud services.
HPE Helion CloudSystem Enterprise	means the integrated hardware and Software product used for design, delivery, and management of simple and complex infrastructure services.
HPE Helion CloudSystem Software	means any or all software in the family of Software products including, without limitation, HPE Helion CloudSystem Foundation Software and HPE Helion CloudSystem Enterprise Software. All components of the HPE Helion CloudSystem Software are delivered collectively as a single, non-decomposable product that must be supported, upgraded, and updated as a whole.
HPE Helion CloudSystem Enterprise Software	means the Software product used for delivery and management of complex infrastructure cloud services. All components of the HPE Helion CloudSystem Enterprise Software are delivered collectively as a single non decomposable product that must be supported, upgraded and updated as a whole.
HPE Helion CloudSystem Foundation Software	means the Software product used for delivery and management of simple infrastructure cloud services. All components of the HPE Helion CloudSystem Foundation Software are delivered collectively as a single non decomposable product that must be supported, upgraded and updated as a whole.

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 Customer's purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
Management Plane	means the set of server(s) that host the virtual appliances required for managing a CloudSystem environment. These server(s) do not require a CloudSystem Software license.
Operating System Instance, OS Instance, or OSI	means each implementation of the bootable program that can be installed onto a physical system or a partition, such as Virtual Machines, virtual environments, virtual private servers, containers, guests and zones within the physical system. A physical system can contain multiple Operating System Instances.
Physical Server	means a single, physical hardware server or other computer that is not a Virtual Machine.
Public Cloud	means a cloud computing environment where resources run on infrastructure not owned by the customer or physically located in their datacenter.
Vertica Software	means a software component of the HPE Helion CloudSystem Software that provides database capabilities for monitoring the Software environment
Virtual Machine	means an abstraction of a single computing system made possible by use of Virtualization Software that is running on a host Physical Server, and on which one copy of an operating system software and software application programs may run.
Virtualization Software	means software that (i) allows more than one copy of operating system software to run simultaneously on the same Physical Server, (ii) ensures that all copies of the operating system software remain logically independent and isolated from each other, even though they are actually sharing common Physical Computer hardware resources such as processors and memory, and (iii) may enable more than one Virtual Machine to run simultaneously up to a maximum number of Virtual Machines.
Use	means to use, install, store, load, execute and display the HPE Helion CloudSystem Software in accordance with the particular license(s) purchased by Customer.

Product specific license terms

HPE Helion CloudSystem Foundation HPE Helion CloudSystem Enterprise

Solution Bundle	Includes
HPE Helion CloudSystem on ConvergedSystem 700	Pre configured solution that includes blade Servers, VMware virtualization and HPE 3Par Storage
HPE Helion CloudSystem on ConvergedSystem 700x	Starter Kit that includes services, Blade System C7000 platinum enclosure, C7000 Onboard Administrator, choice of HPE Helion CloudSystem software, choice of blades, network, storage and other optional components
HPE Helion CloudSystem with HPE OneView	HPE CloudSystem Foundation or HPE CloudSystem Enterprise bundled with HPE OneView

Software specific license terms

Software specific license terms for CloudSystem Foundation Software and CloudSystem Enterprise Software, whether (i) integrated into CloudSystem Foundation or CloudSystem Enterprise respectively, or (ii) licensed as standalone software products, appears below.

HPE Helion CloudSystem Foundation Software

HPE CloudSystem Foundation Software is licensed on a per Physical Server basis. Customer may Use the HPE Helion CloudSystem Foundation Software to manage cloud services that run on no more than the specified number of licensed Physical Servers. The right to Use this software may not be transferred to a new or replacement server.

Customers with existing OS Instance licenses of CloudSystem who want to expand their CloudSystem deployments may install HPE Helion CloudSystem Foundation Software Physical Server licenses in their existing OSI CloudSystem deployment to achieve such expansion, so long as every OS Instance is licensed under an existing CloudSystem OS Instance license or is on the server on which the CloudSystem Physical Server license resides.

HPE Helion CloudSystem Enterprise Software

HPE CloudSystem Enterprise Software is licensed on a per Physical Server basis. Customer may Use the HPE Helion CloudSystem Enterprise Software to manage cloud services that run on no more than the specified number of licensed Physical Servers. The right to Use this software may not be transferred to a new or replacement server.

Customers with existing OS Instance licenses of CloudSystem who want to expand their CloudSystem deployments may install HPE Helion CloudSystem Enterprise Software Physical Server licenses in their existing OSI CloudSystem deployment to achieve such expansion, so long as every OS Instance is licensed under an existing CloudSystem OS Instance license or is on the server on which the Physical Server license resides.

In addition, Customers with server based license environments may manage OS Instances on Public Clouds, subject to the following:

- The number of Public Cloud-based OS Instances managed may not exceed five (5) per one (1) Physical Server license. OSI license equivalence is valid for as long as the Physical Server license is valid. The OSI licenses provided can only be used for managing Public Cloud OS Instances and cannot be deployed to manage on-premise OS instances.

Additional license terms

TERM

A. Ancillary, third party, and open source software	To the extent any component of the Software is subject to any third party license terms, including open source license terms, then those third party license terms or open source license terms shall govern with respect to the subject component; otherwise, the terms of this ALA shall govern. Additional license authorizations related to ancillary, third party, and open source software components are available under HPE Helion CloudSystem OpenSource at: https://h20392.www2.hpe.com/opensource/family.jsp?cat=2030&fam=Cloud+Management+Software
B. Commercial Service Providers	Customer must accept the terms of the applicable supplemental HPE commercial service provider agreement in order to provide commercial services to third parties using the Software, found at https://h20392.www2.hpe.com/opensource/product.jsp?cat=2030&fam=Cloud+Management+Software&prd=F9D53A-OSP
C. Confidentiality	The Software contains confidential and proprietary information of HPE ("Confidential Information"). Customer will hold in confidence and not use or disclose any Confidential Information, except as expressly permitted in the governing agreement.
D. Copyright Notices and Documentation	Customer 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. Delivery	Customer agrees to accept the Software upon receipt. HPE may elect to deliver the Software and related software product or license information by electronic transmission or download.
F. Grants	These licenses are non-exclusive, limited, non-sublicenseable, non-transferable, and revocable.
G. Intellectual Property Rights	Subject to the terms of this ALA, as between Customer and HPE, HPE owns, and shall continue to own, all intellectual property rights in and to the HPE products and services and any deliverables (including documentation) provided.
H. Intellectual Property Rights Infringement	Subject to the terms of this ALA, HPE will defend and/or settle any claims against Customer that allege that HPE-branded software as supplied under the governing agreement infringes the intellectual property rights of a third party. HPE will rely on Customer's prompt notification of the claim and cooperation with HPE's defense. HPE may modify the Software so as to be non-infringing and materially equivalent, or may procure a license. If these options are not available, HPE will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter. HPE is not responsible for claims resulting from any unauthorized Use of the Software.
I. Notices	Written notices under this Agreement may be provided to HPE via the method provided in the Supporting Material or if none, via "Contact Us" on www.hpe.com .
J. Outsourcing Software Management	Customer may install and run the Software on Customer's Physical Servers that are under the day-to-day management and control of third parties, provided all such Physical Servers and other devices are and remain fully dedicated to Customer's use. Customer is responsible for all of the obligations under this Agreement regardless of the physical location of the hardware upon which the Software is Used.
K. Performance Information	Customer will not (and will not instruct, authorize or allow any third party to) publicly disseminate any performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Software.
L. Complete Product	Customer shall install and use the software as authorized in the applicable agreement and this ALA 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 Supporting Material, specifications or an applicable agreement.
M. Updates and Supplements	HPE may update or supplement the HPE Helion CloudSystem Software. If so, provided Customer has a valid support contract, Customer may use that update or supplement with the HPE Helion CloudSystem Software, subject to any additional terms that accompany the update or supplement.
N. Third Party Licenses	Customer is responsible for complying with all terms of use for any third party software, content, service or website Customer loads, creates, or accesses when using the Software.

Security Bulletin and Alert Policy for Non-HPE Owned Software Components

HPE addresses security bulletins for the software components listed in this ALA with the same level of support afforded HPE products. HPE is committed to reducing security defects and helping you mitigate the risks associated with security defects when they do occur.

HPE has a well-defined process when a security defect is found that culminates with the publication of a security bulletin. The security bulletin provides you with a high level description of the problem and explains how to mitigate the security defect.

Procedure for Subscribing to Security Bulletins:

1. Open a browser to the Hewlett Packard Enterprise Support Center:
<http://h20566.www2.hp.com/portal/site/hpsc?ac.admitted=1470685148743.125225703.1938120508>
2. Where prompted to enter a product name or a number, type: CloudSystem
3. Click Go
4. Click HPE CloudSystem Enterprise, or HPE CloudSystem Foundation
5. For HPE CloudSystem Enterprise, click [Sign up now](#) for customized driver, security, patch and support email alerts.
6. For HPE CloudSystem Foundation, click [Sign up now](#) for customized driver, security, patch and support email alerts.

hpe.com/software/SWLicensing

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