

HP Helion OpenStack® Carrier Grade Software License Terms

Part 1—HP End User License Agreement

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 - -You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
 - -You may not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of Software except as permitted by law.
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8. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.
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13. Limitation of Liability. HP's liability to you under this Agreement is limited to the amount actually paid by you to HP for the relevant software, except for amounts in Section 11 ("Intellectual Property Rights Infringement"). Neither you nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

14. Termination. This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HP. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

15. General.

- a. **Assignment.** You may not assign this Agreement without prior written consent of HP, payment of transfer fees and compliance with HP's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.
- b. **U.S. Government.** If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under HP's standard commercial license.
- c. **Global Trade Compliance.** You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the products to any such country. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- d. **Audit.** HP may audit you for compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then you will pay to HP such underpayments. If underpayments discovered exceed five (5) percent, you will reimburse HP for the auditor costs.
- e. **Third Party and Open Source Components.** 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 Agreement shall govern.
- f. **Notices.** Written notices under this Agreement may be provided to HP via the method provided in the Supporting Material or if none, via "contact HP" site on www.hp.com.
- g. **Governing Law.** This Agreement will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law. You and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- h. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- i. **Entire Agreement.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement

will be made only through a written amendment signed by both parties. If HP doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.

j. **Australian Consumers.** If you acquired the software as a consumer within the meaning of the 'Australian Consumer Law' under the Australian *Competition and Consumer Act 2010* (Cth) then despite any other provision of this Agreement, the terms at this URL apply: <http://www.hp.com/go/SWLCicensing>.

Part 2—Additional License Authorizations for HP Helion OpenStack Carrier Grade Software

This Part 2 includes Additional License Authorizations (ALA) for the HP Helion Carrier Grade software ("Software"). You may use the Software in accordance with the terms of this ALA in addition to the terms of your agreement with HP, or in the absence of such agreement, the HP End User License Agreement (EULA) in Part 1 above as well as the Ancillary and Open Source Software license terms listed in Part 3. You may also be referred to as "Customer" below.

Definitions

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

Term	Definition
Cloud Fabric	means a collection of physical and virtual operating system environments that are configured and operated as a unit to provide virtualization, networking, website, storage and file services.
Internal Use	means use of the Software for purposes of supporting Customer's internal business operations or functions.
Management Software	means an HP Helion Carrier Grade management software running on a Physical Server for the sole purpose of deploying or managing a Cloud Fabric.
Physical Server	means a single, physical hardware server or other computer but is not a Virtual Machine.
Use	means to use, install, store, load, execute and display the Software in accordance with the particular license(s) purchased by Customer.
Virtual Machine(s)	means a computer that does not physically exist but is simulated by another computer.

Additional License Terms

1. Software:

Subject to Customer's compliance with the terms and conditions of this Agreement, HP grants to Customer a non-exclusive, limited, non-sublicenseable, non-transferable, revocable license to Use the Software to manage cloud services on a per Physical Server basis for the term as specified in the purchase agreement.

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- b. **Assigning Licenses:** Before you can install and use the Management Software to deploy your Cloud Fabric, you must assign to each Physical Server running the host fabric one per-Physical Server license. Each Physical Server to which you assign a license is a licensed host server.
- c. **Compliance and Audit:** HP shall have the right to audit the Customer's use of the Software at HP's expense and in accordance with any agreement between the parties related to confidentiality.
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