Additional License Authorizations for HPE ContexWare/ContexNet Software

Part 1

This section includes Additional License Authorizations (ALA) for the HPE ContexWare/ContexNet software ("Software"). You may use the Software in accordance with the terms of this ALA in addition to the terms of your agreement with HPE as well as the Ancillary and Open Source Software license terms listed in Part 2. 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Internal Use</td>
<td>means use of the Software for purposes of supporting Customer's internal business operations or functions.</td>
</tr>
<tr>
<td>Use</td>
<td>means to use, install, store, load, execute and display the Software in accordance with the particular license(s) purchased by Customer</td>
</tr>
</tbody>
</table>

Additional License Terms

1. License Grant:

   - The software is licensed to you, not sold.
   - You may not use software for anything other than your own Internal Use. You may not use software for rental, timesharing, subscription service, hosting, or outsourcing.
   - You may not allow use of software by anyone other than the legal entity that is authorized under this agreement. However, you may allow your agents or contractors (including without limitation, outsourcers) to use software on your behalf for your Internal Use, subject to the terms and limitations of this Agreement. For an application package that includes programs specifically designed to facilitate interactions between you and your customers and suppliers, you may allow your customers and suppliers to use the application package in furtherance of such interactions subject to this Agreement, and you are responsible. You will be responsible for any use of software by such agents, contractors, customers and suppliers and compliance with this Agreement.
   - You may not make software available in any manner to any third party for use in the third party's business operations.
   - You may not transfer the software except for temporary transfer in the event of computer malfunction if software is embedded in a physical device.
   - You may not transfer software or any services or an interest in them to another individual or entity (and in the event you grant a security interest in software, the secured party has no right to use or transfer software or any services).
   - Third party components of software provided by HPE’s licensors are subject to a restricted license and can only be used in conjunction with HPE products provided hereunder. HPE’s licensors are not required to perform any obligations or incur any liability not previously agreed to by them. Some software may include source code that HPE or its licensors include...
as part of their standard shipment of such software, which source code is governed by this Agreement

- Certain third party technology that may be appropriate or necessary for use of some components provided by HPE’s or its licensors may be specified in Supporting Material or otherwise as licensed to you only for use with the software licensed hereunder and may be subject to the terms of separate agreements applicable to such technology. Certain software and firmware is provided for use with corresponding circuits or other hardware, and such software and firmware shall only be used with such hardware.
- You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by software). If you have a mandatory right to do so under statute, you must inform HPE in writing about such modifications.
- You may not publish any results of benchmark tests run on software
- You may not remove or modify any program markings or any notice of any proprietary rights.
- Prior to disposing of any media, hardware or other apparatus containing the software or any part thereof, you shall completely destroy any software, documentation or other proprietary information contained therein.

2. Ownership:
   - HPE and its licensors and other vendors and their licensors retain all ownership and intellectual property rights (including without limitation copyright) to their respective software.

3. Warranty:
   - HPE makes no warranty with respect to any third party software components that may be provide with HPE software; such third party software is provided solely on an as-is basis.

4. Limitation of Liability:
   - HPE’s vendors and licensors shall not be liable for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from use of software.

5. General
   - With respect to any Audit, You agree to provide HPE with reasonable assistance and access to information for such audit. You agree to permit HPE to report audit results to HPE’s licensors or to assign HPE’s right to audit your use to such licensors, and such licensors shall not be responsible for any of your costs incurred in such audit.
   - HPE’s vendors and licensors are designated as third party beneficiaries under this Agreement.
Java Runtime Environment Statement
Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. “Commercial Features” means those features identified in Table 1-1 (Commercial Features in Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html

Additional license authorizations related to ancillary, third party and open source software components are available below and at: www.hpe.com/software/SWLicensing
## Table 1– Open Source Files

Items identified with (*) were modified

<table>
<thead>
<tr>
<th>Open Source Component Name</th>
<th>HP</th>
<th>Location / Maintainer URL</th>
<th>License</th>
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<td>Fedora Core 10 (*)</td>
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<td>kernel-rt</td>
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<td>1. oauth (1.0.1)</td>
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<td>3. jersey-server (1.17)</td>
<td><a href="http://mirrors.ibiblio.org/maven2/com/sun/jersey/jersey-server">http://mirrors.ibiblio.org/maven2/com/sun/jersey/jersey-server</a></td>
<td>CDDL-1.1+ GPL-2.0</td>
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<td>Expat</td>
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<td>9. springframework (3.0.7)</td>
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<td><a href="http://jodd.org">http://jodd.org</a></td>
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<td>11. apache-mina-sshd (0.14.0)</td>
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<td>12. lebauce-python-backports.ssl_match_hostname (3.4.0.2)</td>
<td><a href="http://bitbucket.org/brandon/backports.ssl_match_hostname">http://bitbucket.org/brandon/backports.ssl_match_hostname</a></td>
<td>Python-2.0</td>
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<td>13. pld-linux-python-cheetah (2.4.1)</td>
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<td>15. dain-leveldb (0.5)</td>
<td><a href="https://github.com/dain/leveldb">https://github.com/dain/leveldb</a></td>
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<td><a href="http://glassfish.dev.java.net/">http://glassfish.dev.java.net/</a></td>
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<td><a href="http://people.redhat.com/sgrubb/audit/index.html">http://people.redhat.com/sgrubb/audit/index.html</a></td>
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<td>gnu-crypto</td>
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<td><a href="http://www.gnu.org/software/gnu-crypto">http://www.gnu.org/software/gnu-crypto</a></td>
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<td>setools</td>
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<td><a href="http://oss.tresys.com/projects/setools">http://oss.tresys.com/projects/setools</a></td>
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<td>akka-actor-tests-2.10.0</td>
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<td><a href="http://acpid.sourceforge.net">http://acpid.sourceforge.net</a></td>
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<td>akka-remote_2.10</td>
<td>(2.3.10)</td>
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<td>enunciate-core-annotations</td>
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<td>openvswitch-openvswitch.github.io</td>
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<td><a href="http://www.mellanox.com">http://www.mellanox.com</a></td>
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<td><a href="http://mirrors.ibiblio.org/maven2/io/eclipse/xtend.lib">http://mirrors.ibiblio.org/maven2/io/eclipse/xtend.lib</a></td>
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<td><a href="http://springframework.org/security">http://springframework.org/security</a></td>
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<td>libyaml</td>
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<td><a href="http://docs.pythonboto.org/">http://docs.pythonboto.org/</a></td>
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<td><a href="http://jcp.org/aboutJava/communityprocess/final/jsr250/index.html">http://jcp.org/aboutJava/communityprocess/final/jsr250/index.html</a></td>
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<td><a href="https://pypi.python.org/pypi/setuptools">https://pypi.python.org/pypi/setuptools</a></td>
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<td><a href="http://github.com/fasterxml/jackson-module-jaxb-annotations">http://github.com/fasterxml/jackson-module-jaxb-annotations</a></td>
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<td>alexanderguy-dpdk (20141130)</td>
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<td>org.apache.aries.util (1.0.0)</td>
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<td><a href="https://github.com/DiffSK/configobj">https://github.com/DiffSK/configobj</a></td>
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