Additional License Authorizations

ClearPass Terms and Conditions

YOU ("CUSTOMER") SHOULD CAREFULLY READ THE FOLLOWING TERMS BEFORE USE OF THE SOFTWARE MADE AVAILABLE FROM THE APPLICABLE HEWLETT PACKARD ENTERPRISE ENTITY ("HPE"). USE OF THE SOFTWARE SHALL BE DEEMED TO CONFIRM YOUR ACCEPTANCE OF THESE TERMS.

These ClearPass Terms and Conditions (the "ClearPass Terms and Conditions") supplement the End User License Agreement (the "EULA"). In the event of any conflict between the ClearPass Terms and Conditions and any other agreement between the parties, the ClearPass Terms and Conditions will prevail. Capitalized terms not otherwise defined in these ClearPass Terms and Conditions are defined in the EULA.

1. The ClearPass software ("Software") may only be run directly on Hewlett Packard Enterprise Company/Aruba's hardware products, except Software that is specifically designed by HPE to operate on third party hardware may be run on such third-party hardware platforms. The Customer may not perform interoperability testing on the Software without the prior written approval of HPE.

2. Customer shall not disclose any information relating to the performance or operation of the Software (including any benchmarking or other testing results) to any third party without the express prior written consent of HPE. Customer may not engage a third party to perform security testing on the Software unless that third party enters into a written non-disclosure agreement directly with HPE.

3. Customer understands and agrees that Software may be designed to automatically communicate certain network parameters and other information about the Software and their performance back to HPE. HPE will not use any information gathered in this manner for any other purpose.

4. If, in the course of the Software license, HPE processes customer personal data, HPE shall process such customer personal data only as permitted under this ClearPass Terms and Conditions and the EULA, and in compliance with applicable data protection legislation to which HPE is subject as a service provider and processor of customer personal data, and in accordance with the then current Data Privacy and Security Agreement ("DPSA"), which is incorporated into this Agreement by reference herein.

5. For non-HPE/Aruba software or portions of software, the applicable third party's license terms will govern its use.

6. HPE's support services will be described in the applicable Supporting Material, which will cover the description of HPE's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported. HPE's service, support and warranty commitments do not cover claims resulting from: (i) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material; (ii) modifications or improper system maintenance or calibration not performed by HPE or authorized by HPE; (iii) failure or functional limitations of any non-HPE/Aruba software or product impacting systems receiving HPE support or service; (iv) malware (e.g. virus, worm, etc.) not introduced by HPE; or (v) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE's control. Support services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HPE will re-perform any service that fails to meet this standard.

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