

HP OpenVMS Systems

HP Policy: Within Hardware Platform Software License Trade-in and Transfer for HP Integrity and HP 9000 Servers



Policy Origination Date: December 1, 2005

Policy Review: April 30, 2008

Objective

Identify within hardware platform software license trade-in and transfer conditions for the paths listed below. Software license trade-in and transfer across hardware and operating system platforms is described in [HP Policy: Cross Platform Software License Trade-in and Transfer to HP Integrity \(Itanium-based\) and HP 9000 Servers](#).

This policy applies to the following paths.

From Platforms	To Platforms
HP-UX on HP 9000 server	Another HP-UX on HP 9000 server
HP-UX on Integrity servers	Another HP-UX on Integrity servers
OpenVMS I64 system	Another OpenVMS I64 system

This policy also applies to the trade-in of software licenses for one operating system (i.e. HP-UX or OpenVMS) toward the software licenses for a different operating system (i.e. HP-UX or OpenVMS) on the same HP Integrity servers.

From Platforms	To Platforms
OpenVMS I64 system	HP-UX on Integrity servers
HP-UX on Integrity servers	OpenVMS I64 system

Scope

This policy applies solely to software license trade-in and transfers for those new and remarketed systems sold by HP and its authorized reseller partners. This policy does not apply to used systems sold through non-HP-authorized resellers.

For an OpenVMS I64 software license trade-in, this policy applies to a defined set of software products licensed under HP software license terms and conditions.

For an HP-UX Integrity servers software license trade-in, this policy applies to a defined set of HP-UX Operating Environments and core HP-UX layered software products licenses under HP software license terms and conditions.

At HP's discretion, license trade-ins may be offered for Third-Party or royalty bearing software products. Where

available, these trade-ins may be offered at trade-in credit rates that are different from those offered for HP software product trade-ins described below.

Definitions

Within Platform Software License Trade-in: When a software license is traded-in for a new software license or software licenses on the same type of hardware and/or operating system platform. When traded-in, the original software license is terminated and a new software license is granted under HP's then current end user software license terms, in effect at the time of new license purchase.

Software License Transfer (redesignation) Within the Same Legal Entity: For the transfer of software licenses from one system to another system within a legal entity, the software license must be valid for the Target System the software is being transferred to. For example, a Tier 1 license can only be transferred to another Tier 1 system. Per-Processor licenses are valid for all systems within an HP 9000 or Integrity servers family.

Original System: Means (a) the system that is being traded in or (b) the system that the software license is being traded or transferred from.

Target System: Means (a) the system or systems the customer has obtained to replace the Original System or (b) the system the software license is being traded or transferred to.

Server Rollover: When one or more Original Servers are traded-in for an equal number of Target Systems of similar size (number of processors).

Server Consolidation: When multiple servers are traded-in for a smaller quantity of new servers.

Policy Statement

A. **Transfers:** HP allows Operating System, Operating Environment (OE), and layered (application) product software licenses to be **transferred** from one system to another system, where the Target System utilizes the same hardware platform and same operating system as the Original System. Software license **transfers** apply to:

1. Server Rollovers
2. Software license transfers between systems without a system trade-in or purchase

The following conditions apply to such transfer situations:

- The software license being transferred must be covered by an existing HP Software Updates contract that includes rights to new versions.
- At time of transfer, the support contract for each system must be updated. For Server Rollovers new support contracts must be purchased for all transferred software licenses.
- The software license is valid for the then-current and previous versions of the product.
- For OpenVMS and Tru64 UNIX products that utilize the License Management Facility (LMF), the LMF keys for the software licenses transferred must be unloaded from the software license database for the Original System and reloaded into the software license database of the Target System.

Where software licenses are not covered by an HP Software Updates contract that includes rights to new versions such software licenses may not be transferred. In this case, new licenses must be purchased at full price.

B. **Trade-in:** HP allows Operating System, Operating Environment (OE), and layered (application)

product software licenses to be **traded-in** for equivalent product software licenses on a different system(s). Software license **trade-ins** apply to:

1. Server Consolidations
2. Software license trade-in from one operating system to a different operating system type on the same HP Integrity server: (HP-UX to OpenVMS and OpenVMS to HP-UX)

Software licenses may be traded-in for 100% credit toward the equivalent new software license purchase for permitted software license trade-ins.

When trading-in software licenses, the following conditions apply:

- The software licenses being traded-in must be covered by an HP software support (service) contract that includes rights to new versions. The licenses must have been on HP support (Software Updates) for at least one year prior to the effective date of the trade-in.
- At trade-in, the support contracts for the all systems must be updated. For Server Consolidations, the Original System support contracts are terminated, and new support contract(s) purchased for the Target System(s).
- The new software must be licensed to the same licensee of the software that is traded-in.
- The customer must provide proof that it has a valid right to use license for the software products that are traded-in. (Reference [HP Policy: Proof of a Software License](#)).
- The original software license(s) are terminated at trade-in.
- The new software licenses are valid for the then current version of the product current as of the effective date of the trade-in and for previous versions.
- For products that utilize the License Management Facility (LMF), the LMF keys for the software licenses traded-in must be unloaded from the license database of the Original System(s).
- Software licenses for leased systems may not be traded-in.

Software licenses **not** covered by an HP Software Updates contract that includes rights to new versions may not be traded-in. In this case, new licenses must be purchased at full price.

Permitted Software License Trade-ins

HP permits single or multiple software licenses to be traded-in for another software license or licenses for the "equivalent product". HP defines equivalent products for different platforms, as defined below.

- Operating system and specified layered (application) product software licenses may be traded-in for the equivalent Operating Environment software license(s). These trade-in paths are defined in the Product to Operating Environment (OE) Software License_Maps.
- Select layered (application) product software licenses may be traded-in for equivalent application product software licenses. HP defines equivalent product mapping in the Software Layered (application) Product Equivalency Map.

If the Target System does not have a defined equivalent product, the software license may not be traded-in. In this case, new licenses must be purchased at full price.

Application of Software License Credit

In many cases, the software license being traded-in will not be the same software license type offered on the Target System. (For example, the software license being trade-in might be a system tier software license and the software license for the equivalent product on the Target System might be offered as a Per-Processor Core Software License.) As a result, the credit is calculated as follows.

- Percent (%) credit is based on the price of the new software license(s).
- Credit is based on the number of active CPUs licensed on the Original System.
- Credit is applied to the purchase of new equivalent product software license(s) on the Target System.
- The number of CPU credits from Original System cannot exceed the number of active CPUs on the Target System.
- Credit may not exceed the purchase price of the equivalent software license(s) and cannot be banked or applied to other products.

Credit product numbers have been created for applicable Operating Environment and layered product software license trade-in paths. Credit is applied to the order at the time of trade-in.

Where the information contained in this policy conflicts with a signed agreement between HP and the customer, the executed agreement will govern with respect to subject matter covered by this policy. This policy may change at any time without notice.