



## HP Policy: Software license trade-in and transfer within HP Integrity servers

Service brief

You can trade-in many of your software licenses from one Integrity server to another. Software license trade-ins from a legacy hardware platform to an Integrity server are described in “HP Policy: Legacy Platform Software License Trade-in to HP Integrity Servers.” In some circumstances you may be able to transfer your licenses (not requiring a trade-in) from one Integrity server to another. This more limited transfer policy is described later in this document.

This policy applies to the following:

From platforms	To platforms
HP-UX 11i on Integrity server	HP-UX 11i on another Integrity server
OpenVMS on Integrity server	OpenVMS on another Integrity server
OpenVMS on Integrity server	HP-UX 11i on Integrity server

### Scope

**This policy applies solely to software license trade-ins for those systems sold by HP and its authorized reseller partners. This trade-in policy cannot be applied to systems sold through non-HP-authorized resellers.**

This policy only applies to software licenses covered by a Support Agreement that includes HP Software Updates Support that provides rights-to-new-versions (RTNV), or Mature Software Product Support.

For an OpenVMS on Integrity server 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 11i Integrity server software license trade-in, this policy applies to a defined set of HP-UX 11i Operating Environments (OE) and select HP-UX 11i layered software products licensed under HP software license terms and conditions.

## Definitions

**Integrity server software license trade-in:** When a software license is traded-in for a new software license or software licenses on the same, or another, Integrity server. When traded-in, the original software license is terminated and a new software license is granted under our current end-user software license terms, in effect at the time of the new license purchase.

**Software license transfer (re-designation) 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.

**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 you have 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 systems 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

**1. Transfers:** HP allows 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. This policy applies only to software license transfers where the target system is sold by HP or one of its authorized reseller partners. Software license transfers apply to:

- Server rollovers
- 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 Support agreement that includes HP Software Updates Support with rights to new versions, or Mature Software Product Support.
- The original system and target system must be of the same size for example, on the same software license tier.
- 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 current version of the product.
- For OpenVMS products that utilize the License Management Facility (LMF), the LMF keys for the software licenses being transferred must be unloaded from the software license database for the original system and reloaded into the software license database of the target system.

**Software licenses may not be transferred if they are not covered by an HP Software Updates Contract that includes rights to new versions, or Mature Software Product Support. In this case, new licenses must be purchased at full price.**

- 2. Trade-in:** HP allows OE, and select layered (application) product software licenses to be traded-in for equivalent product software licenses on a different Integrity server. This policy applies only to software license trade-ins where the target system is sold by HP or one of its authorized reseller partners. Software license trade-ins apply to:
- Server consolidations
  - Software license trade-in from one operating system to a different operating system type on the same HP Integrity server (OpenVMS to HP UX 11i)

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

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

- The new software must be licensed to the same licensee of the software that is traded-in.
- You must provide proof that you have a valid right-to-use license for the software products that are traded-in.
- The software licenses being traded-in must be covered by an HP software support (service) contract that includes rights to new versions, or Mature Software Product Support. The licenses must have been on HP support for at least one year prior to the effective date of the trade-in.
- At trade-in, the support contracts for all systems must be updated. For server consolidations, the original system support contracts are terminated, and new support contracts are purchased for the target systems.
- The original software licenses are terminated at trade-in, or as defined in the hardware trade-in contract to allow for a parallel usage period.
- The new software licenses are valid for the current version of the product(s) as of the effective date of the trade-in.
- For OpenVMS 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 are required to be covered by a Software Updates Contract, or Mature Software Product Support, in order to take advantage of the Software License Trade-in policy.**

Software licenses covered by an HP Software Updates Contract that includes rights-to-new-versions, or Mature Software Product Support may be traded-in for 100 percent credit off the price of the equivalent new software licenses for permitted license trade-ins. Software licenses traded-in must have been on HP support for at least one year prior to the effective date of the trade-in, and software support of minimum of one year must be purchased for the new software licenses.

If the software licenses are not covered by an HP Software Updates Contract or Mature Software Product Support, you have the option of paying a "return to support" fee in order to obtain the 100 percent trade-in credit. Additionally, you must purchase, at a minimum, one year of software support for the new software and pre-pay the first year.

## 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 the specific equivalent products for the different platforms in equivalency maps available to your HP sales representative, but in general, OE, clustering, file system, and compiler software are eligible for trade-in credits.

## Proof of a software license

Listed below are the valid forms of proof of software license for HP Integrity servers, HP 9000, HP e3000, and Alpha and VAX systems.

## Policy

You must have a license for a software product you use. Proof of a software license is the documentation that demonstrates that you are validly licensed to use a software product.

The following items are accepted as proof of a software license.

For HP 9000, HP Integrity, and HP e3000 licenses, an original version of any one of the following:

- HP Invoice listing software license
- HP-UX 11i and MPE/iX License Certificate
- HP Support Agreement
- Software License Transfer Authorization
- Authorized Reseller Invoice of Sale



For Alpha and VAX standard licenses, an original version of any one of the following:

- License PAK (Product Authorization Key)
- License Certificate
- Digital/Compaq/HP invoice listing the software license
- HP accepted and approved re-license form (national or international)
- Sublicense agreement from an Authorized Reseller
- Invoice listing the software license from an Authorized Reseller

### For shrink-wrap licenses

The original License Agreement document is accepted as a proof of a software license for the HP shrink-wrap license agreements. For these products, the holder of the shrink-wrap license is considered to be the licensee provided the shrink-wrap license agreement was acquired through legal means.

### Parallel usage

The parallel usage period is the time HP allows you to concurrently use the software on both the original system and the target system while migrating the computing environment.

When you trade-in software for a new target system, parallel usage of software licenses is coterminous with the permitted hardware parallel usage. The following conditions apply to parallel usage:

- The standard parallel usage duration for hardware and software is 90 days, but may be extended to meet your needs and requirements.
- An agreement stating the parallel usage duration must be agreed to and signed by you and HP prior to the beginning of the parallel usage period.
- Software licenses for the original system should be terminated and returned to HP at the end of the parallel usage period.
- Software support contracts for the original system must be terminated at the end of the parallel usage period.
- Support contracts need to be maintained for both the systems during the parallel usage period.

Where the information contained in this policy conflicts with a signed agreement between you and HP, the executed agreement will govern with respect to subject matter covered by this policy.

This policy may change at any time without notice.

### For more information

For more information about software license trade-in and transfer with HP Integrity servers, please contact your HP sales representative.

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