



INTERNATIONAL RELICENSE APPLICATION
For VAX and Alpha Software

Check the box that best describes the situation (if more than one applies, please submit a separate form for each). This section is mandatory.

- Three checkboxes with corresponding text: 'We are selling a processor to an unrelated company...', 'We are transferring a processor to another company...', 'We are transferring software only to another company...'.

CURRENT LICENSE HOLDER:

COMPANY NAME: ADDRESS: ZIP/CITY: CONTACT NAME: COUNTRY: TELEPHONE:

SOFTWARE LICENSES THAT WE WISH HP TO RELICENSE: (Attach additional sheets if necessary)

Table with 5 columns: SOFTWARE PRODUCT, PART NUMBER, VERSION, LICENSE SERIAL NUMBER, ORDER NUMBER. Each column has four blank rows for data entry.

The original License Product Authorization Keys (PAKs) or, if not available, other 'proof of license' documents must be returned to HP together with this application.

Export Authorisation No.: PROCESSOR TYPE: SERIAL No.: ORDER No.: This processor is acquired by us directly from:

We accept the Terms of Relicense stated on the back of this APPLICATION. We understand that our software licenses and associated rights are terminated upon approval of this APPLICATION by HP.

PRINTED NAME: AUTHORIZED SIGNATURE: TITLE: DATE:

(TO BE COMPLETED BY HP's RELICENSING OFFICE)

HP has approved the request to Relicense software and grants licenses for the above software products.

PRINTED NAME: SIGNATURE: BADGE NUMBER: LOCATION CODE: TEL: DATE:

PROPOSED NEW LICENSE HOLDER:

We would like HP to Relicense the software licenses to:

COMPANY NAME: _____

ADDRESS: _____

ZIP/CITY: _____

CONTACT NAME: _____

COUNTRY: _____

TELEPHONE: _____

We accept HP's Standard Terms and Conditions for VAX and Alpha software, attached hereto, and the Terms of Relicense (on reverse of this application) and agree to abide by them.

PRINTED NAME: _____ AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

(TO BE COMPLETED BY HP's RELICENSING OFFICE)

HP has approved the request to Relicense software and grants licenses for the software productS listed above. Standard Relicensable Software may only be used on the processor listed above.

PRINTED NAME: _____ SIGNATURE: _____

BADGE NUMBER: _____ TEL: _____ APPROVAL DATE: _____

TERMS OF RELICENSE

Upon receipt of HP's written approval of this application, the Current License Holder's software license(s) are terminated.

The Current License Holder agrees to transfer to the Proposed New License Holder or destroy, immediately upon receipt of HP's approval of this application, all copies of the software which are subject to the Current License Holder's license(s).

The Current License Holder shall return the License Product Authorization Keys (PAKs) for the software products listed on this application to HP.

For Relicenses involving operating system software which includes a License Management Facility (LMF) to the Proposed New License Holder, the Current License Holder is required to delete or disable the License PAK information.

For software licenses which are being relicensed and are warranted under a warranty agreement, the remaining portion of software warranty may transfer to the Proposed New License Holder. IF NO WARRANTY AGREEMENT EXISTS, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY LIABILITY FOR DAMAGES OF ANY KIND. These licenses are granted for the version of software stated on the face of the application.

Recipient acknowledges that any software or technology related to the development, production, or use of a product, including without limitation, blueprints, plans, engineering designs, specifications, manuals and instruction ("Technical Data"), provided under this Agreement are subject to export control laws and regulations of the United States. Recipient agrees that it will not use the software or Technical Data in the design, development or production of nuclear, chemical or biological weapons. Recipient agrees further that it will not export or reexport the Software or Technical Data, or any

product produced directly therefrom, to countries listed in Country Groups D:1 or E:2 of the U.S. Export Administration Regulations (Part 740), or to nationals of those countries, without proper export authorization. This provision shall survive the expiration or earlier termination of this Agreement.

The Current License Holder and the Proposed New License Holder further acknowledge and understand that the export of some software may be subject to the International Traffic in Arms regulations (ITAR) and agree that neither the Original License Holder nor the Proposed New License Holder will provide ITAR controlled software or related technical data to an individual or entity unless it is authorized under ITAR.

The Proposed New License Holder agrees to pay the License Transfer Admin fee as applicable.

Summary of Standard License Terms and Conditions

The following terms and conditions govern your use of the software Product (the "Software"). These terms are found on the back of the License PAK/License Certificate for VAX and Alpha software licenses.

End-User Software Product Terms

Software License: HP grants you the right to use the current version of the Software in accordance with these terms, including the applicable License Type terms below and the product specific terms in the Software Product Description (SPD) or documentation accompanying the Software. The Software, including any data bases and the license key, is proprietary technology owned by HP or third parties. No ownership in or title to the Software is transferred to you.

You may copy the Software only as necessary for licensed use, and to make archival copies. Any full or partial copy of the Software must include all copyright and other proprietary notices which appear on or in the Software. You may use the Software temporarily on a backup system only in the event of a system malfunction.

You may not transfer the Software or license except as expressly authorized by HP. You may not reverse engineer, decompile, or disassemble the Software, except to the extent HP cannot prohibit such acts by law. You may not make the Software available to any other party or permit others to use it except your employees and agents who use it on your behalf and who have agreed to these license terms. You may not modify or make inoperable the license key or license management software.

The owner or developer of proprietary technology in the Software may enforce these license terms. HP may terminate any license granted hereunder if you breach any license term. Upon termination you will destroy all copies of the Software.

Warranty: HP warrants that the Software will substantially conform to the applicable Software Product Description (or documentation accompanying the Software if no SPD is provided), unless specified "AS IS" in the SPD or the documentation.

This warranty commences upon delivery and extends for a period of 90 days. Any non-conformance must be reported during the warranty period.

This warranty is HP's only warranty and no other warranty, express or implied, will apply. HP specifically excludes the implied warranties of merchantability and fitness for a particular purpose.

HP does not warrant that the operation of the Software will be uninterrupted or error free. This warranty does not cover conditions resulting from improper use or external causes, including modifications not performed by HP. The entire liability of HP and its suppliers, and your exclusive remedy, for Software which does not conform to HP's warranty shall be at HP's option 1) repair or replacement of the nonconforming Software, or 2) refund of your purchase price.

Limitation of Liability: HP's liability to you for any cause whatsoever shall be for direct damages only and will be limited to one (1) million dollars (US). This limitation will apply regardless of the form of action. The limitation does not apply to personal injury caused by HP's negligence. In no event will HP be liable for any damages resulting from the loss of use, loss of data, lost profits or any incidental, consequential or indirect damages.

U.S. Government Rights

Consistent with FAR 12.211 and 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed to the U.S. Government under vendor's standard commercial license.

General: You are responsible for compliance with all export or re-export control laws and regulations if you export the Software. These terms are governed by the laws of the State of Texas. As required by law or agreement, licenses granted herein may include licenses provided by HP subsidiaries acting at HP's direction, and the term HP as used herein shall include any such subsidiaries.

Standard License Types

Traditional (TRAD): You may use the Software on a single specified hardware/ operating system within a specified System Class.

Concurrent Use (CONC): You may use the Software up to the quantity of uses (execution or access) at a time, on one system or VAX/VMScluster configuration, and on a single specified Operating System.

Personal Use (PERS): You may use the Software up to the quantity of users, on one system or VAX/VMScluster configuration, and on a single specified Operating System. 30 day minimum license assignments are required, unless for system management.

Operating System Base (BASE): You may use the Software only for batch, print, and file services as well as non-interactive display of information on a single specified system. When SMP Extensions are offered, the Base license is required for the system's first processor, and the SMP Extension is required for each additional processor. However, for the AlphaServer GS1280, AlphaServer ES80, and AlphaServer ES47 and SMP Extension License is required for each processor, and the Operating System Base and License is a prerequisite to these SMP Extension Licenses.

Update (UPD): Subject to current license terms, you may use the current version of the Software provided that you have an underlying license for a prior version and for the appropriate License Type. Update Licenses for Use/Users must be for the same quantity as the underlying license.

For Standard License Types you may not transfer a license to another party except with HP's written permission. You will maintain records matching the use of the Software to the license grants and will make the records available to HP or the third party developer or owner of the Software upon reasonable notice.

PC-Style License Types

System (SYS): You may use the Software on the specified quantity (QTY) of computers.

Client Access (CAL): You may install the Software on one server for concurrent access by any client, and/or on multiple servers for access by designated clients, for up to the quantity of the combination of all clients.

Upgrade (UPG): Subject to current license terms, you may use the current version of the Software provided that you have an underlying license for a prior version and for the appropriate License Type. Upgrade Licenses for clients must be for the same quantity as the underlying license.

For PC-Style License Types, you may permanently transfer your rights to use the Software, this license document, and the Software itself including the accompanying documentation, provided that you retain no copies of the Software or documentation, and the recipient agrees to the terms of this license. Upgrades must be transferred with prior version license(s).