

HP Policy: Legacy Platform Software License Trade-in to HP Integrity Servers

Service brief



Customers can trade-in many of their software licenses from legacy hardware platforms for comparable software licenses on Integrity platforms. The platforms a customer can trade “from” and “to” are shown below:

From platforms	To platforms
OpenVMS on Alpha or VAX	HP-UX 11i or OpenVMS on Integrity servers
Tru64 UNIX® on Alpha	HP-UX 11i on Integrity servers
HP-UX 11i on HP 9000 servers	HP-UX 11i on Integrity servers
MPE/iX on HP e3000	HP-UX 11i on Integrity servers

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 Alpha and VAX software license trade-ins, this policy applies to a defined set of software products licensed under HP software license terms and conditions.

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

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

Definitions

Cross-platform (legacy) software license trade-in:

When a software license is traded-in, the original software license is terminated and a new software license is granted under the then current end-user software license terms of HP, in effect at the time of the new license purchase.

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

Server rollover: When one or more original systems are traded-in for an equal number of target systems of similar size (similar number of processors).

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

Policy

HP allows Operating System, Operating Environment (OE), and select application product software licenses to be traded-in for equivalent product software licenses on an Integrity hardware platform. This policy applies only to software license trade-ins where the target system is sold by HP or one of its authorized reseller partners.

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.
- The customers must provide proof that they have a valid right-to-use license for the software products that are traded-in. Reference Proof of a Software License, included in this document.
- 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. Reference Parallel Usage, included in this document.
- The new software licenses are valid for the then current version of the product as of the effective date of the trade-in.

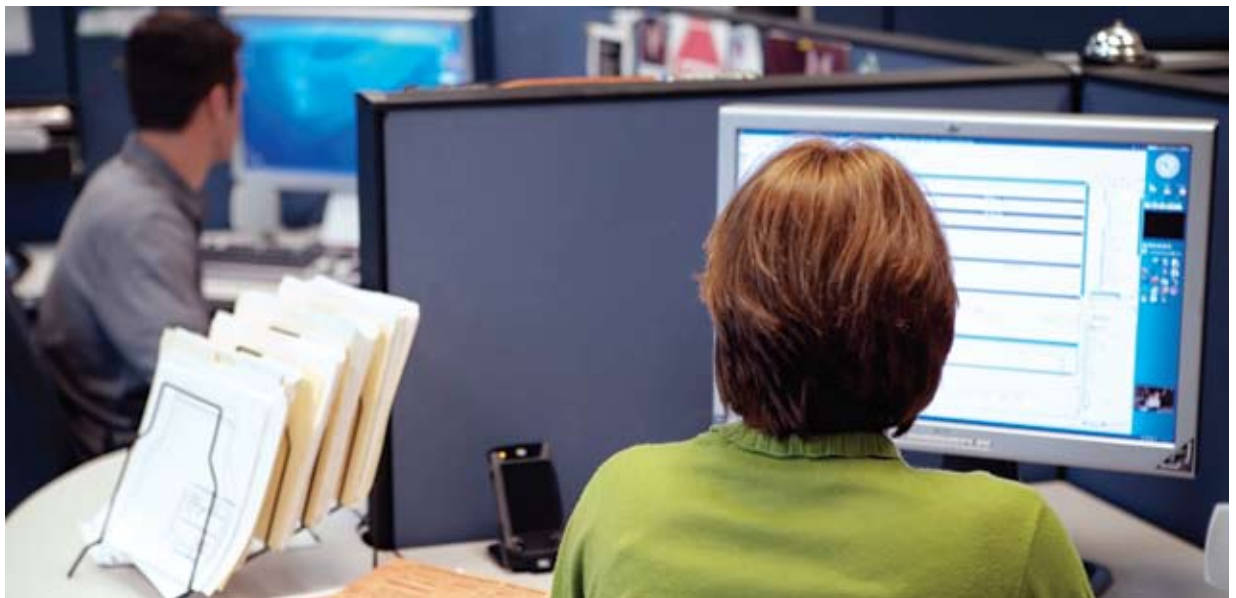
- For OpenVMS and Tru64 UNIX® products that utilize the License Management Facility (LMF), the LMF keys for the software licenses traded-in must be unloaded from the license database of the original system(s).
- Software licenses for leased systems may not be traded-in.

Software licenses are required to be covered by a Software Updates Contract, or a Mature Software Product Support agreement in order to take advantage of the Software License Trade-in policy.

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Software licenses covered by an HP Software Updates Contract that includes rights-to-new-versions, or a Mature Software Product Support agreement, 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 a 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 a Mature Software Product Support agreement, customers have the option of paying a "return to support" fee in order to obtain the 100 percent trade-in credit. Additionally, customers 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, operating environment, 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 be licensed for each 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. The holder of one of these items is considered the licensee pending validation by HP.

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 Product Authorization Key (PAK)
- 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 shrink-wrap license agreements of HP. 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 a customer to concurrently use the software on both the original system and the target system while migrating the computing environment.

When trading-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 customer need and requirements.
- An agreement stating the parallel usage duration must be agreed to and signed by HP and the customer prior to the beginning of the parallel usage period.

- Software licenses for the original system are terminated and must be 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 systems during the parallel usage period.

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.

For more information

For more information, please contact your HP sales representative.

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