



# Additional License Authorizations

For HP ALM Center software products

The software described in this Additional License Authorization (“ALA”) is governed by the agreement set forth on the quote for the order referencing this software. The terms of this ALA shall govern delivery of the software and specifically take precedence over any different terms in such agreement to the extent of a conflict.

## Product use authorizations

This document provides Additional License Authorizations for the following software products in the ALM Center of HP’s IT Performance Suite software:

### Products

HP Application Lifecycle Management

HP ALM Essentials

HP Business Process Testing

HP Change Impact Testing

HP Functional Testing

HP Quality Center Enterprise

HP Quality Center Sprinter

HP Quality Center Starter

HP Quick Test Professional Essentials

HP Service Test

HP Service Test Management

HP Test Data Management

HP Unified Functional Testing



## Definitions

Capitalized terms not otherwise defined in this Additional License Authorizations document are defined in the governing agreement.

<b>Term</b>	<b>Definition</b>
<i>Application Server</i>	means a computer running software that executes business or application logic that is made available to a web server for process requests.
<i>Adapter</i>	means the test management adapter software developed by you using the ALM Synchronizer to enable the test management HP software to properly interoperate, during run-time, with the Designated Application or Technology.
<i>Application Under Test or AUT</i>	means a software application being tested by software.
<i>Area</i>	means a license allowing the software to be used in a single region, defined as the Americas (North, Central and South America and Mexico) or EMEA (Europe, Middle East and Africa) or JAPAC (Japan, Asia, Pacific Rim and Australia); Area cannot be global or multiple regions. Area is determined where the order for the license is placed, unless the applicable Supporting Material indicate otherwise. Area licenses cannot be moved to an alternate Area from where the original order was placed, without paying to HP a geographic relocation fee.
<i>Bundle or Bdl</i>	means an offering which includes a Term LTU, Term Support and SaaS.
<i>Cold Standby System</i>	means a standby non-production system which is NOT up and running. If the production system breaks down or needs to be brought out of service, you are required to switch on and start the Cold System Standby in order to take over for the production system.
<i>Concurrent Users or CC Users or CCU</i>	means the software is licensed by the amount of users that simultaneously use the software at any one point in time. The software can be installed on any number of computers, provided that the actual usage of the software does not exceed the number of licenses purchased.
<i>Designated Application or Technology</i>	means that certain of your proprietary or third party software application, operating system, middleware or other technology platform, standard, protocol or functionality.
<i>Development and Test Systems</i>	means a non-production system to be used only for a) developing your add-on applications in order to access the licensed software b) migration testing c) pre-production staging or (d) version upgrades/configuration and transition purposes for HP testing products such as Quality Center, Functional Testing, Service Test, LoadRunner and Performance Center (including Diagnostics module).
<i>Device or Dev</i>	means an addressable entity, physical or virtual, including but not limited to router, switch, bridge, hub, server, PC, laptops, handheld device or printer that resides within the range defined for interrogation and asset tracking.
<i>E-LTU and E-Media</i>	means products which are electronically delivered only, and as such any references to FOB Destination or delivery methods that are stated on your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
<i>Fail or Failover</i>	means a backup operation that automatically switches the functions of a primary system to a standby server if the primary system fails or is temporarily taken out of service.
<i>GB</i>	means gigabytes which designates the amount of physical capacity that can be managed.
<i>Global or Gbl</i>	means the right to use software worldwide.
<i>High Availability Server or HAS</i>	means the ability to cluster two (2) or more Application Servers as if they were a single entity to support larger number of users.
<i>Hot Standby System</i>	means a non-production system which is up and running, ready to take over from the production system if the production system breaks down or needs to be taken out of service.
<i>Instance</i>	is defined as each implementation of the application installed on a server.
<i>Internal Use</i>	means access and Use of the software for purposes of supporting your internal operations or functions.

<b>Term</b>	<b>Definition</b>
<i>LTU</i>	means License To Use.
<i>Named User or Nmd User</i>	means a specific individual authorized by you to access the software regardless of whether they are actively using the software.
<i>Non-Production or NP</i>	means internal use which is limited to Use on a Development and Test Systems and Hot and Cold Standby Systems. This NP license requires the previous purchase of the equivalent or greater production licenses. Support for NP licenses is restricted to the period of and current status of the equivalent production license.
<i>Remote Access</i>	means the act of accessing a computer over the network from an originating location remotely removed from the Site or the location of the computer being accessed or controlled.
<i>SaaS</i>	means Software as a Service which is a service which allows access to the software, support and related professional services, as described in an order document, datasheet or a Statement of Work (SOW).
<i>Seat</i>	means only one Device is authorized to use the software within the designated Site at a time.
<i>Seat User</i>	means only one Device or user is authorized to use the software at a time.
<i>Site or S</i>	means a license allowing the software to be used at an address (e.g., room number, department number, building number, street address, campus etc.) or a group of addresses specified in the applicable Supporting Material. Site cannot include multiple addresses or addresses in multiple countries or states. Site licenses cannot be moved to an alternate Site after the original purchase without paying to HP a geographic relocation fee. If no Site address is explicitly specified in the Supporting Material, then the Site address will be the Ship To address specified on the quotation.
<i>Source or SRC</i>	means the database being extracted from.
<i>Term License to Use or Term LTU</i>	means a software license to use (LTU) which indicates in its license description that the license is valid for a specific period of time such as One Month( 1M) , One Year(1Y) etc. Term LTU's are not perpetual licenses.
<i>Term Support</i>	means a fixed period support offering that is only valid during the time period of the associated Term LTU.
<i>Third Party Location</i>	means a location leased or owned by the Third Party.
<i>Third Party Use</i>	means as authorized in the Software Specific License Terms, you may permit a Third Party to access and use the software on your behalf for the sole purpose of providing services to you, provided that; (i) If you have a Site License then a Third Party may use the software only at your site (ii) for geographically restricted licenses you have purchased the required Area or Global license for use at Third Party's Location,(iii) your designates' Third Party as your designated personnel under HP's support and maintenance services, (iv) you are responsible and directly liable to HP for the use of the software by the Third Party. Third Party may not use the software for their own internal business purposes, nor permit any other third party to access the software (v) you shall provide written notice to HP of the Third Party's name and the address of Third Party's Location and (vi) Upon the termination or expiration of Third Party's services to you, you shall promptly instruct the Third Party to remove and return all software in its possession to you. You shall promptly notify HP of such termination or expiration.
<i>Use</i>	means to install, store, load, execute and display one copy of the software.

## Software specific license terms

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### **HP Application Lifecycle Management (previously called HP Quality Center Premier)**

Remote Access is permitted where users are regularly employed at the Site or Area. Remote Access by users located outside of the Area requires a Global license. Third Party access and use at the Third Party Location is permitted in accordance with the Third Party Use. Third Party Use at the Third Party Location requires an Area or a Global license. If the Third Party Location is outside of the Area licensed by you, then you must obtain a Global license. HP is not liable for consequences or any damages resulting from Use of the software to perform functions for which it was not originally licensed. The HP Application Lifecycle Management (ALM) license entitles you to the use of ALM Synchronizer. Use of the ALM Synchronizer is limited as follows:

- ALM Synchronizer may be used only to develop adapters between ALM Requirements and/or ALM Defects with 3rd party tools and other (non-ALM) HP software solutions. Synchronization between HP ALM Instances (and the Instance itself) is allowed as long as all HP ALM Instances being synchronized are HP ALM. Synchronization between HP Quality Center Enterprise and HP Application Lifecycle Management is not allowed.
- Synchronization between HP ALM and HP Performance Center is not allowed.

High Availability Servers may not be used to set up a separate ALM Instance.

The HP ALM Synchronizer is a non-transferable, nonexclusive, internal use license, without right to sublicense, to use one copy per developer solely for the purpose of developing and using the Adapter for your own internal use. You shall build a production ready Adapter that interoperates with the HP software solely for the internal business purposes of you and not for marketing, licensing or distribution of the Adapter to third parties. You shall develop the Adapter for use with the Designated Application or Technology solely for use and interoperation with the HP software. To develop and use the Adapter, you must also have in effect a separate valid production license for the HP software. A separate license for the HP ALM Synchronizer will be required for each Adapter developed by you.

You shall not: (i) modify or adapt the HP ALM Synchronizer (ii) copy the HP ALM Synchronizer, except for making a reasonable number of copies to the extent necessary for prudent back-up and disaster recovery purposes; (iii) create derivative works based on the HP ALM Synchronizer (iv) use the HP ALM Synchronizer in any way that competes with HP, HP software or any extension to the HP software developed and marketed by HP; (v) allow any third party to use or have access to the HP ALM Synchronizer (vi) distribute, rent, lease, lend, transfer or sublicense the HP ALM Synchronizer or (vii) use the HP ALM Synchronizer to develop an Adapter for synchronizing test management HP software data with other test management HP software data.

HP Application Lifecycle Management includes a license to HP Anywhere limited edition software. Use of the remote access capabilities of the HP Anywhere limited edition software is restricted to the HP Application Lifecycle Management software only and cannot be used with any other HP product or third party products.

### **HP ALM Essentials**

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- ALM Synchronizer may be used only to develop adapters between ALM Requirements and/or ALM Defects with 3rd party tools and other (non-ALM) HP software solutions. Synchronization between HP ALM Essentials Instances (and the Instance itself) is allowed as long as all HP ALM Essentials Instances being synchronized are HP ALM Essentials. Synchronization between HP Quality Center Enterprise and HP ALM Essentials or between HP Application Lifecycle Management and HP ALM Essentials is not allowed.
- Synchronization between HP ALM Essentials and HP Performance Center is not allowed.

High Availability Servers are not available with HP ALM Essentials.

The HP ALM Synchronizer is a non-transferable, nonexclusive, internal use license, without right to sublicense, to use one copy per developer solely for the purpose of developing and using the Adapter for your own internal use. You shall build a production ready Adapter that interoperates with the HP software solely for the internal business purposes of you and not for marketing, licensing or distribution of the Adapter to third parties. You shall develop the Adapter for use with the Designated Application or Technology solely for use and interoperation with the HP software. To develop and use the Adapter, you must also have in effect a separate valid production license for the HP software. A separate license for the HP ALM Synchronizer will be required for each Adapter developed by you.

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### **HP Business Process Testing**

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- Synchronization between HP Quality Center Enterprise and HP Performance Center is not allowed.

High Availability Servers may not be used to set up a separate QCE Instance. For HP Quality Center Enterprise, each High Availability Server is priced separately within installation/cluster.

The HP ALM Synchronizer is a non-transferable, nonexclusive, internal use license, without right to sublicense, to use one copy per developer solely for the purpose of developing and using the Adapter for your own internal use. You shall build a production ready Adapter that interoperates with the HP software solely for the internal business purposes of you and not for marketing, licensing or distribution of the Adapter to third parties. You shall develop the Adapter for use with the Designated Application or Technology solely for use and interoperation with the HP

software. To develop and use the Adapter, you must also have in effect a separate valid production license for the HP software. A separate license for the HP ALM Synchronizer will be required for each Adapter developed by you.

You shall not: (i) modify or adapt the HP ALM Synchronizer (ii) copy the HP ALM Synchronizer, except for making a reasonable number of copies to the extent necessary for prudent back-up and disaster recovery purposes; (iii) create derivative works based on the HP ALM Synchronizer (iv) use the HP ALM Synchronizer in any way that competes with HP, HP software or any extension to the HP software developed and marketed by HP; (v) allow any third party to use or have access to the HP ALM Synchronizer (vi) distribute, rent, lease, lend, transfer or sublicense the HP ALM Synchronizer or (vii) use the HP ALM Synchronizer to develop an Adapter for synchronizing test management HP software data with other test management HP software data.

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### **HP Service Test Management (when sold standalone)**

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HP Test Data Management software may only be used for extracting data from Sources and making the data ready for testing or any other activity that is related to testing, preparation of a test lab or any other lab.

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## Additional license terms

### Term

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  - D. Unless stated otherwise, you are authorized to Use one Device at a time for your Internal Use.
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5066-3215 Created December 2012; Replaces 5066- 3205 (November 2012)

