

Additional License Authorizations

For HPE Functional Testing Center software products

Products and suites covered

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE	NON-PRODUCTION USE CATEGORY "
HP Business Process Testing	Yes	Class 1
HPE Functional Testing (previously called HP Functional Testing)	Yes	Class 1
HPE Quick Test Professional Essentials (previously called HP Quick Test Professional Essentials)	Yes	Class 1
HPE Service Test (previously called HP Service Test)	Yes	Class 1
HPE Unified Functional Testing Enterprise Edition (previously called HP Unified Functional Testing)	Yes	Class 1
HPE Unified Functional Testing Pro Edition (previously called HP Lean Functional Testing)	Yes	Class 1
HPE Unified Functional Testing Ultimate Edition	Yes	Class 1

^{*} Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

Definitions

Capitalized terms not otherwise defined in this ALA document are defined in the governing agreement.

DEFINITION	
means a software application being tested by software.	
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 indicates otherwise. Area licenses cannot be moved to an alternate Area from where the original order was placed, without paying to HPE a geographic relocation fee.	
means an offering which includes a Term LTU, Term Support and SaaS.	
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.	
means the software is licensed by the amount of users that simultaneously view the software at any one point in time. The software can be accessed by any number of computers, provided that the actual usage of the software does not exceed the number of licenses purchased. Viewing the software does not allow for editing or making modifications to the software.	
means the pre-packaged programs, utilities and data included with the application.	

[&]quot;Non-production use rights, if any, can be found at hpe.com/software/SWlicensing.

TERM	DEFINITION	
Developer	means the individual responsible for the design and development of the application.	
Development Platform	means the collection of included code, utilities and API's that allow extending the capabilities of the application.	
Device or Dev	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.	
E-LTU <i>and</i> E-Media	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.	
Global <i>or</i> Gbl	means the right to use software worldwide.	
Instance	is defined as each implementation of the application installed on a server.	
Internal Use	means access and Use of the software for purposes of supporting your internal operations or functions.	
LTU	means License To Use.	
Remote Access	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.	
SaaS	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).	
Seat	means only one Device is authorized to use the software within the designated Site at a time.	
Seat User	means only one Device or user is authorized to use the software within the designated Site at a time.	
Site or S	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 HPE 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.	
Term License to Use <i>or</i> Term LTU	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.	
Term Support	means a fixed period support offering that is only valid during the time period of the associated Term LTU.	
Third Party Location	means a location leased or owned by the Third Party.	
Third Party Use	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; and (ii) for geographically restricted licenses you have purchased the required Area or Global license for use at Third Party's Location; and (iii) you designate the Third Party as your designated personnel for the purpose of receiving HPE's support and maintenance services; and (iv) you are responsible and directly liable to HPE 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; and (v) you shall provide written notice to HPE 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 and you shall promptly notify HPE of such termination or expiration.	
Use	means to install, store, load, execute and display one copy of the software.	

Software specific license terms

Software products with software specific license terms are described below. Software products covered by this ALA document (as listed above) and not covered in this section do not have software specific license terms.

HP Business Process Testing

HP Business Process Testing is licensed by either Site Concurrent User, Area Concurrent User or Global Concurrent User. 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. This software requires an HP Application Lifecycle Management or HP Quality Center Enterprise License for both manual and automated testing. In addition, for automated testing an HPE Functional Testing license or an HPE Unified Functional Testing license is required. This software shall be used only in accordance with the Site, Area or Global license that corresponds with the HP Application Lifecycle Management or HP Quality Center Enterprise 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. HPE software licensed for load testing or functional testing purposes may be used only for the

testing (load or functional) function originally licensed. HPE is not liable for any consequences and or damages resulting from Use of the software to perform functions for which it is was not originally licensed.

HPE Functional Testing (previously called HP Functional Testing)

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HP Lean Functional Testing

As of January 16, 2017, HP Lean Functional Testing is called HPE Unified Functional Testing Pro Edition. See that product's software specific license terms below.

HPE Quick Test Professional Essentials (previously called HP Quick Test Professional Essentials)

HPE Quick Test Professional Essentials is licensed for testing purposes only and by either Seat User or Concurrent User. When licensed by Seat User, the following applies: Remote Access, the act of accessing a computer over the network from an originating location remotely removed from the Site location of the computer being accessed or controlled, is only permitted where users are regularly employed at the Site and the AUT and the licensed software must reside at the same Site. Third Party access and use at the Third Party Location is permitted in accordance with 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. HPE software is licensed for load testing or functional testing purposes only and may be used only for the testing (load or functional) function originally licensed. HPE is not liable for any consequences and or damages resulting from Use of the software to perform functions for which it is was not originally licensed.

HPE Service Test (previously called HP Service Test)

The HPE Service Test software is licensed for testing purposes only. HPE Service Test is licensed by either Seat, Seat User, Site Concurrent User, Area Concurrent User or Global Concurrent User. When HPE Service Test is licensed by Site Concurrent User, Area Concurrent User or Global Concurrent User the following applies: a) The AUT and licensed software must reside at the same Site or Area as applicable. b) Remote Access is permitted where users are regularly employed at the Site or Area. c) Remote Access by users located outside of the Area requires a Global license. d) Third Party access and use at the Third Party Location is permitted in accordance with 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. HPE is not liable for any consequences and or damages resulting from Use of the software to perform functions for which it is was not originally licensed.

HPE Unified Functional Testing Enterprise Edition (previously called HP Unified Functional Testing), HPE Unified Functional Testing Pro Edition (previously called HP Lean Functional Testing) and HPE Unified Functional Testing Ultimate Edition

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HPE Unified Functional Testing Pro Editon licenses grant access to the Lean Functional Testing solution, which is different than the traditional Unified Functional Testing in many aspects, for example the scripting language, working environment, tools set, ease of use and more.

HPE Unified Functional Testing Enterprise Editon licenses grant rights to use either the Lean Functional Testing flavor or the Unified Functional Testing one, so as long as they are not activated simultaneously; the same license can operate both products. This license is equal to the HPE Unified Functional Testing license that was sold prior to version 14.00.

HPE Unified Functional Testing Ultimate Editon is a bundle of products that includes everything HPE Unified Functional Testing Enterprise Editon provides as well as entitlement to one HP Business Process Testing Global Concurrent User and one limited HPE Mobile Center license which provides 1 Concurrent Access for 1 Mobile Device for the Functional Testing tools (HPE Functional Testing, HPE Unified Functional testing) only. In order to take advantage of the Business Process Testing license in this bundle customer must have an HPE Application Lifecycle Management or an HPE Quality Center Enterprise license.

Third Party access and use at the Third Party Location is permitted in accordance with 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. HPE software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. HPE is not liable for any consequences and or damages resulting from Use of the software to perform functions for which it is was not originally licensed.

Additional license terms

TERM

- **A.** Software contains software and associated specifications licensed from third parties that are confidential to, and trade secrets of, such parties. You will not take any action other than to Use it as authorized under the agreement as part of the software products and will not disclose it to third parties.
- B. You shall install and use the software as authorized in the applicable agreement only as a complete product and may not use portions of such software on a standalone basis separate from the complete software unless expressly authorized in the Supporting Material, specifications or an applicable agreement.
- C. To the extent this restriction is not prohibited under applicable law, you shall not disclose to any third party the results of (i) any performance benchmarks you run on software products themselves, or any portion thereof, or (ii) specific detailed comparisons you make between software products, or any portion thereof, and any of your or third-party product, in each case under (i) and (ii) without the prior written consent of HPE.

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