Additional License Authorizations

For HPE Application Lifecycle Management Center software products

Products and suites covered

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE [*]	NON-PRODUCTION USE CATEGORY [**]
HP Agile Manager	Yes	Class 1
HP ALM Essentials	Yes	Class 1
HP Application Lifecycle Management	Yes	Class 1
HPE Application Lifecycle Management Octane Pro Edition	Yes	Class 1
HP Quality Center Enterprise	Yes	Class 1 [***]
HP Quality Center Express	Yes	Class 1
HP Quality Center Sprinter	Yes	Class 1
HP Quality Center Starter	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.

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

[***] Except for HP Quality Center High Availability Server, which is Class 2.

Definitions

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

TERM	DEFINITION
Adapter	means the test management adapter software developed by you using the ALM synchronizer to enable the test management HPE software to properly interoperate, during run-time, with the Designated Application or Technology.
Application Server	means a computer running software that executes business or application logic that is made available to a web server for process requests.
Application Under Test *or* AUT	means a software application being tested by software.
Area	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.
Cold Standby System	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.

TERM	DEFINITION
Concurrent Users *or* **CC Users** *or* **CCU**	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.
Designated Application or Technology	means that certain of your proprietary or third party software application, operating system, middleware or other technology platform, standard, protocol or functionality.
Development and Test Systems	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 HPE testing products such as Quality Center, Functional Testing, Service Test, LoadRunner and Performance Center (including Diagnostics module).
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 *and* **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.
Fail *or* **Failover**	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.
Global *or* **Gbl**	means the right to use software worldwide.
High Availability Server *or* **HAS**	means the ability to cluster two (2) or more Application Servers as if they were a single entity to support larger number of users.
Hot Standby System	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.
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.
Named User *or* **Nmd User**	means a specific individual authorized by you to access the software regardless of whether they are actively using the software.
Non-Production *or* **NP**	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.
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).
SDK	means Software Development Kit which is a set of software development tools that allows the creation of applications for a certain software package, software framework, or similar development platform.
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 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 *or* **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.

TERM	DEFINITION
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 Agile Manager

HP Agile Manager is licensed by Concurrent User and by Named User.

The HP Agile Manager (AGM) license entitles you to the use of the AGM synchronizer with HP Application Lifecycle Management (ALM) and HP Quality Center (QC). Use of the AGM synchronizer is limited as follows:

The AGM synchronizer may be used only to synchronize Requirements and/or Defects between AGM and ALM. The AGM synchronizer license is limited to one copy per developer solely for the purpose of developing and using the Adapter for your own internal use. The AGM synchronizer license is non-transferable, non-sublicensable, nonexclusive and for internal use only. You shall build a production ready Adapter that interoperates with the HPE 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 HPE software. To develop and use the Adapter, you must also have in effect a separate valid production license for the HPE software.

You shall not: (i) modify or adapt the AGM synchronizer; (ii) copy the AGM 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 AGM synchronizer (iv) use the AGM synchronizer in any way that competes with HPE, HPE software or any extension to the HPE software developed and marketed by HPE; (v) allow any third party to use or have access to the AGM synchronizer; (vi) distribute, rent, lease, lend, transfer or sublicense the AGM synchronizer.

HP ALM Essentials

HP ALM Essentials is licensed by Named User. The HP ALM Essentials license entitles you to the use of ALM synchronizer and use of the ALM synchtronizer SDK. Use of the ALM synchronizer SDK requires a separate agreement between you and HPE. 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 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 license is non-transferable, non-sublicensable, nonexclusive and for internal use only. The ALM synchronizer license is limited to 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 HPE 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 HPE software. To develop and use the Adapter, you must also have in effect a separate valid production license for the HPE 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 HPE, HPE software or any extension to the HPE software developed and marketed by HPE; (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 HPE software data with other test management HPE software data.

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

HP Application Lifecycle Management 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. 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 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 and use of the ALM synchronizer SDK. Use of the ALM synchronizer requires a separate agreement between you and HPE.

HPE Application Lifecycle Management Octane Pro Edition (HPE ALM Octane Pro Edition)
HPE ALM Octane Pro Edition is licensed by either Named User or Concurrent User and is for Global usage. The HPE ALM Octane Pro license entitles you to use ALM Octane Pro synchronizer and connect to HP Application Lifecycle Management (ALM) and HP Quality Center Enterprise (QCE).

Use of the ALM Octane synchronizer is limited as follows:

• The synchronizer may be used only to synchronize Requirements, Releases and/or Defects between ALM Octane Pro and ALM/QCE.

The ALM Octane Pro synchronizer is a non-transferable, nonexclusive, internal use license, without right to sublicense.

You shall not: (i) modify or adapt the ALM Octane Pro synchronizer; (ii) copy the ALM Octane Pro 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 ALM Octane Pro synchronizer (iv) use the ALM Octane Pro synchronizer in any way that competes with HPE, HPE software or any extension to the HPE software developed and marketed by HPE; (v) allow any third party to use or have access to the ALM Octane Pro synchronizer; (vi) distribute, rent, lease, lend, transfer or sublicense the ALM Octane Pro synchronizer.

HP Quality Center Enterprise
HP Quality Center Enterprise 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. 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 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 Quality Center Enterprise (QCE) license entitles you to the use of ALM synchronizer and use of the ALM synchronizer SDK. Use of the ALM synchronizer SDK requires a separate agreement between you and HPE.

HP Quality Center Express
HP Quality Center Express is licensed by Concurrent User and by Named User. The HP Quality Center Express license entitles you to the use of ALM synchronizer and ALM synchronizer SDK. Use of the ALM synchronizer SDK requires a separate agreement between you and HPE

HP Quality Center Sprinter
HP Quality Center Sprinter is licensed by Site Concurrent User.

HP Quality Center Starter
HP Quality Center Starter is licensed by Site Concurrent User.

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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