
Additional License Authorizations

For COBOL-IT software products

Additional License Authorizations

For COBOL-IT software products

This Additional License Authorizations (“ALA”) sets forth the applicable License Options and additional specific software license terms that govern the authorized use of the software products specified below, and are part of the applicable Micro Focus End User License Agreement (“EULA”) and/or any separate agreement that grants Licensee a license to such products (i.e., Customer Portfolio Terms or other Master Agreement and/or Quotation) (“Applicable Agreement”). The EULA, and/or the Applicable Agreement, if such agreement exists, shall be known as the Governing Agreement. Capitalized terms used but not defined herein shall have the meanings set forth in the Governing Agreement.

Products and Suites covered

Products	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
COBOL-IT Developer Studio	Yes	Class 2	Class 2
COBOL-IT Compiler Suite Enterprise Edition	Yes	Class 2	Class 2
COBOL-IT Enterprise Runtime	Yes	Class 2	Class 2
CitSQL for MySQL	Yes	Class 2	Class 2
CitSQL for PostgreSQL	Yes	Class 2	Class 2
CitSQL for ODBC	Yes	Class 2	Class 2
CitSQL Runtime	Yes	Class 2	Class 2

Suites	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
COBOL-IT Compiler Suite and Developer Studio Package	Yes	Class 2	Class 2

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

** Additional licenses solely for non-production use may be available as specified in the Non-Production Licensing Guide found at software.microfocus.com/legal/software-licensing depending on the non-production software class specified above. Any such non-production licenses will be subject to the Non-Production Licensing Guide and the applicable License Option terms and conditions set forth in this ALA.

Definitions

Term	Definition
Core	Means a physical (not virtual) subunit within a CPU on a single chip that handles the main computational activities of a computer. A CPU may have one or more Cores and therefore be a “Multicore CPU” if it has more than one Core.
CPU or Central Processing Unit	Means a data processing unit, normally identified with a single microchip mounted on a single circuit board and can comprise several Cores.
E-LTU and E-Media	Means products which are electronically delivered only, and as such any reference 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.
Hard Partitioning	Means using hard physical partitioning to physically segment a single larger server or machine into separate and distinct smaller systems where each separate system acts as a physically independent, self-contained server or machine with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network resources (each known as a “Hard Partition”). Examples of Hard

Additional License Authorizations

For COBOL-IT software products

Term	Definition
	Partitioning methods include: Dynamic System Domains (DSD) -- enabled by Dynamic Reconfiguration (DR), Solaris Zones (also known as Solaris Containers, capped Zones/Containers only), LPAR (adds DLPAR with AIX 5.2), Micro-Partitions (capped partitions only), vPar, nPar, Integrity Virtual Machine (capped partitions only), Secure Resource Partitions (capped partitions only), and Fujitsu's PPAR.
Named User	Means a single user that has been authorized by Licensee to use the Licensed Software.
Soft Partitioning	Means using an operating system resource manager to segment and limit the number of Cores, CPUs, or other processing devices utilized by the Licensed Software by creating areas where processor resources are allocated and limited within the same operating system (each such area known as a "Soft Partition"). Examples of such Soft Partitioning include: Solaris 9 Resource Containers, AIX Workload Manager, HP Process Resource Manager, Affinity Management, Oracle VM, and VMware.
Virtual Machine	Means a software implementation that can run its own operating system and execute programs like a physical machine where the software running inside the virtual machine is limited to the resources and abstractions provided by the virtual machine.

License Options

The following License Options are the types of licenses available for a given software product as further specified in this ALA. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order. Those products with only one License Option available shall be governed by such License Option whether or not stated in the Applicable Agreement or Product Order unless otherwise agreed in writing between Licensee and Licensor.

Developer License or Named User License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single machine or server for use solely by the number of Named Users expressly authorized by Licensor in the Product Order for whom Licensee has paid the applicable license fee. This type of license is a Development License. A Named User has the right to unlimited access to the Licensed Software on such single machine or server. Licensor reserves the right at any time to require Licensee to provide a list of the Named Users. Licensee may change a Named User provided that the change is made either (i) permanently, or (ii) temporarily to accommodate the use of the Licensed Software by a temporary worker while the Named User is absent, but in each case no more than once every 30 days. Licensee may not use the Licensed Software for user acceptance testing, system/load testing, production or deployment.

Per Cor License or Per IFL License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single machine or server ("Host Server") and have the Licensed Software executed by up to the total number of Cores or Integrated Facility for Linux processors ("IFLs") specified for the license in the applicable Product Order ("License Specification"). If the number of Cores is not specified for a CPU in the event a CPU is specified in the License Specification, such CPU shall be considered to be single-Core. This type of license is a Deployment License. A license covering all Cores or IFLs and other processing devices that are contained in and/or can be accessed by the Host Server ("Total Processors") is required with all applicable license fees paid, even if one or more of such Cores, IFLs or other processing devices are not accessing or running the Licensed Software. For example, if 32 Cores are the Total Processors on the Host Server, but only 16 Cores are utilized to execute the Licensed Software, a 32-Core license is required notwithstanding the fact that 16 of the 32 Cores may not actually be accessing the Licensed Software. Each Core on a multi-core CPU requires a license covering each such Core. For example a Host Server with Total Processors consisting of a single quad-core CPU will require a 4-Core license and payment of the license fees applicable to all 4 Cores.

The Licensed Software is for use by an unlimited number of Licensee's internal users, other software devices and hardware devices. Licensor reserves the right at any time to require Licensee to provide a specification of the Host Server. Licensee is required to purchase a license for the Total Processors on each Host Server that accesses or uses the Licensed Software

Additional License Authorizations

For COBOL-IT software products

either directly or indirectly through any other software program, regardless of how such access occurs, or if the Host Server, CPU or operator uses any hardware or software that reduces the apparent number of Cores, IFLs, or other processing devices that are using the Licensed Software, such as by using a terminal service. Subject to the prior written consent of Licensor and to payment of additional license fees, Licensee may permit the public and/or Licensee's customers to access and use the Licensed Software via the internet and/or Licensee's terminals in connection with Licensee's internal business purposes (for example to access internet banking from Licensee) but not for the public's and/or Licensee's customers' own internal use. This License Option may be further subject to the Additional License Options set forth below in this ALA.

Additional License Options

The following additional License Options may apply to a Deployment License if set forth in the applicable Product Order notwithstanding anything else to the contrary in this ALA:

Test License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely for Licensee's internal testing purposes on a single computer subject to this section and the restrictions applicable to the Deployment License purchased as specified in the applicable Product Order. In the event of a conflict, the terms and conditions in this section shall prevail. At no time may Licensee use the Licensed Software for development, commercial, or production purposes, nor may Licensee reproduce or distribute the Licensed Software or any software application programs created with it. Licensee's results of benchmark or other performance tests run on or using the Licensed Software may not be disclosed to any third party without Licensor's prior written consent.

Disaster Recovery License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Cold Disaster Recovery System subject to this section and the restrictions applicable to the Deployment License purchased as specified in the applicable Product Order. In the event of a conflict, the terms and conditions in this section shall prevail. A Cold Disaster Recovery System is a computer system that is used only (i) if a disaster arises and the original production, test, or development system is unavailable, (ii) for the purposes of periodic disaster recovery testing and/or (iii) for periodic system diagnostics or maintenance of the Cold Disaster Recovery System itself. A Disaster Recovery License cannot be used (a) concurrently with any other license for the Licensed Software except while the original production, test, or development system is being recovered; (b) in production, test, or development environments except in a disaster recovery situation; or (c) for load-balancing, failover, testing (other than disaster recovery testing), clustering, or training purposes. Additional copies for use in production, test, and/or development environments, or for load-balancing, failover, clustering, or training purposes, must be purchased separately. The license quantity and metric of any Disaster Recovery License installed may not exceed the license quantity and metric of the standard Deployment License for the Licensed Software for which the Disaster Recovery License is configured to recover.

Failover License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a single standby failover server in standby, non-production mode subject to this section and the restrictions applicable to the Deployment License purchased as specified in the applicable Product Order. In the event of a conflict, the terms and conditions in this section shall prevail. Licensee may not use the Failover License for production, testing (other than failover testing), development, or training except during periods when the standard license for the Licensed Software for which the Failover License is configured to recover is nonfunctional. Licensee may not use the Licensed Software for load-balancing or clustering; a separate license for each of those use cases is required to be purchased by Licensee. The license quantity and metric of any Failover License installed may not exceed the license quantity and metric of the standard Deployment License for the Licensed Software for which the Failover License is configured to recover.

Additional License Authorizations

For COBOL-IT software products

Training License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely for Licensee's internal training purposes on a single computer subject to this section and the restrictions applicable to the Deployment License purchased as specified in the applicable Product Order. In the event of a conflict, the terms and conditions in this section shall prevail. At no time may Licensee use a Training License for development, testing, or production purposes, nor may Licensee reproduce or distribute the Licensed Software or any software application programs created with it.

Third Party Usage License Extension

For a license for which a Third Party Usage License Extension has been purchased, such license can be used by third party contractors of Licensee, notwithstanding any restriction to the contrary in the Governing Agreement, provided that (1) each such third party is under a written obligation of confidentiality and restrictions of use which provide for protections and limitations of use of the license no less restrictive than the Governing Agreement, (2) the license will only be used on behalf of Licensee, (3) such use is subject to the terms and conditions of the Governing Agreement, and (4) Licensee remains liable for any breach by any such third party of the terms of the Governing Agreement.

Off Continent License Extension

For a license for which an Off Continent License Extension has been purchased, such license can be used worldwide, except where prohibited by applicable law, notwithstanding any restriction to the contrary in the Governing Agreement.

Software Specific Terms

COBOL-IT Developer Studio

The following License Options apply: Developer License or Named User License.

Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product.

COBOL-IT Compiler Suite Enterprise Edition

The following License Options apply: Developer License or Named User License.

Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product.

This Licensed Software may include limited licenses for COBOL-IT Enterprise Runtime or other application deployment products. If such licenses are included or generated, these limited licenses are provided solely for use by the licensed Named User(s) of the Licensed Software in order to unit test an application developed with the Licensed Software on the same machine or server used to develop the application and may not be used for system testing, production or deployment. Any use of this limited license outside of the development and unit testing of such applications is not permitted.

CitSQL for MySQL, CitSQL for PostgreSQL, CitSQL for ODBC

The following License Options apply: Developer License or Named User License.

COBOL-IT Enterprise Runtime, CitSQL Runtime

The following License Options apply: Per Core License or Per IFL License.

Additional License Authorizations

For COBOL-IT software products

With any valid and properly granted license to this Licensed Software, Licensee may reproduce and distribute internally, in whole or in part, subject to the applicable License Option as set forth in this ALA and the applicable Product Order, any software application program created by Licensee using the corresponding development product for the Licensed Software (if separately licensed to Licensee by Licensor) (“Licensee Application Software”). In such event Licensee shall (a) include Licensor’s copyright notice for the Licensed Software on any product label and as a part of any sign-on message for such Licensee Application Software product; and (b) indemnify, hold harmless and defend Licensor and its third-party suppliers from and against any claims or lawsuits, including attorneys’ fees, legal fees and court costs that arise out of, or result from, the use or distribution of such Licensee Application Software.

Licensee can only reproduce and distribute Licensee Application Software to third parties after entering into a separate distribution agreement with Licensor. Usage and distribution of the Licensee Application Software arises both by the explicit distribution of any Licensee Application Software and by the implicit distribution and usage of any of the Licensee Application Software’s functionality when linked into another software application program. Access and/or use of data, results and/or output obtained and/or generated, either directly or indirectly, and in any format whatsoever, through the use of any Licensed Software (such as when a user accesses an application that calls or uses output from another application running the Licensed Software, whether or not on the same machine or server) are deemed to be access and/or use of such Licensed Software. Licensor offers specific production licensing options for distribution to third parties which vary depending upon the license fees paid by Licensee and Licensee should contact its Licensor sales representative for more details.

Suites

Suite	Offering includes
COBOL-IT Compiler Suite and Developer Studio Package	<ul style="list-style-type: none">COBOL-IT Compiler Suite Enterprise EditionCOBOL-IT Developer Studio

Additional License Terms

The following additional license terms shall apply to any software governed by this ALA:

Additional License Restrictions

Licensee shall not:

1. Permit use or access by any third party to any output directly or indirectly created by the Licensed Software without first paying Licensor any applicable additional fees required by Licensor and entering into a separate distribution license agreement with Licensor. For the avoidance of doubt, third party(ies) include without limitation contractors, outsourcers, Licensee’s customers and the public.
2. Transfer, ship or use the Licensed Software outside the continent in which it was originally licensed to Licensee without first purchasing an Off-Continent License Extension or otherwise paying Licensor any applicable additional fees required by Licensor. For purposes of the foregoing, “continent” shall mean North America, South America, Europe, Africa, Asia, Australia, or Antarctica.

Additional License Authorizations

For COBOL-IT software products

3. Install, use, or access the Licensed Software on, in, or from a Hard Partition, Soft Partition, or Virtual Machine, except where Licensee is otherwise expressly authorized in each instance by Licensor in the applicable Product Order or otherwise in writing separate from this ALA (the "Authorization") which in each event will be subject to Licensee's payment to Licensor of additional applicable fees required by Licensor and, if requested by Licensor, Licensee's written confirmation to Licensor of Licensee's planned installation environment signed by a director or officer of Licensee (accompanied by all information as Licensor reasonably requires to verify). Except as otherwise specified in the Authorization, where authorized in accordance with the foregoing and to the extent applicable to the subject license: (i) such Hard Partition, Soft Partition, or Virtual Machine, may only be tied to one physical machine and shall be considered the entire machine for licensing purposes; and (ii) Licensee shall provide to Licensor, at such times as Licensor may reasonably request, confirmation that Licensee's computer systems comply with the applicable Authorization and the requirements of this ALA. Such confirmation shall be signed by a director or officer of Licensee and shall be accompanied by all information as Licensor reasonably requires to verify that Licensee is utilizing the Licensed Software in compliance with the terms and conditions of this ALA and the Governing Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Licensor's audit rights under the Governing Agreement.
4. Utilize any software application and/or program created, in whole or in part, with any Development License without first purchasing a valid and properly granted Deployment License.

All-or-None Support and Maintenance

Where Licensee purchases support and/or maintenance for the Licensed Software, Licensee hereby agrees that it shall purchase such support and/or maintenance services for all of Licensee's licensed units of such Licensed Software including all related development and deployment product licenses.

software.microfocus.com/legal/software-licensing

Latest version of software licensing documents
