
Additional License Authorizations

For Visual COBOL & Enterprise software products

Additional License Authorizations

For Visual COBOL & Enterprise software products

This Additional License Authorizations document (“ALA”) set 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 agreement (i.e., Micro Focus End User License Agreement; and/or any separate agreement that grants Licensee a license to such products (e.g., Customer Portfolio Terms or other Master Agreement); and/or Quotation) (the “Applicable Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Applicable Agreement.

Products and suites covered

Products	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Business Rule Manager	Yes	Class 2	Class 2
COBOL Analyzer	Yes	Class 2	Class 2
COBOL Server	Yes	Class 2	Class 2
COBOL Server for Stored Procedures	Yes	Class 2	Class 2
COBOL 2010 Runtime	Yes	Class 2	Class 2
COBOL 2010 Runtime Test Server	Yes	Class 2	Class 2
Database Connectors (all variants)	Yes	Class 2	Class 2
Enterprise Analyzer (all variants)	Yes	Class 2	Class 2
Enterprise Analyzer Server (all variants)	Yes	Class 2	Class 2
Enterprise Developer (all variants)	Yes	Class 2	Class 2
Enterprise Server (all variants)	Yes	Class 2	Class 2
Enterprise Server for Stored Procedures (all variants)	Yes	Class 2	Class 2
Enterprise Test Server	Yes	Class 2	Class 2
Enterprise Test Server Premium	Yes	Class 2	Class 2
Enterprise View	Yes	Class 2	Class 2
Relativity Designer Suite for MF COBOL	Yes	Class 2	Class 2
Relativity for Windows Workstations for MF COBOL	Yes	Class 2	Class 2
Relativity Server for MF COBOL	Yes	Class 2	Class 2
Visual COBOL (all variants)	Yes	Class 2	Class 2

Suites	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Visual COBOL for Eclipse Distributed Edition	Yes	Class 2	Class 2
Visual COBOL for ISVs	Yes	Class 2	Class 2
Visual COBOL Studio Distributed Edition for ISVs	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.

Additional License Authorizations

For Visual COBOL & Enterprise software products

Definitions

Term	Definition
Authorized User	Means a single user that has been authorized by Licensee to use the Licensed Software or any device or other software program that may access the Licensed Software, either directly or indirectly through any other software program, regardless of how such access occurs or if such individual uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service.
Batch Processing	Means the execution of one or more tasks, transactions or programs by a computer system without the continuous interaction of the end user with the Licensed Software for the entire period during which each such task, transaction or program is being executed by the system. Batch processing includes situations where a queue of jobs is processed as resources become available and is in contrast to transaction or interactive processing.
Concurrent Users	Means individuals who, at the same point in time, have accessed or used the Licensed Software via any device or other software program, directly or indirectly, regardless of how such access occurs or whether such user uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service.
Container	Means an isolated user-space instance created using operating-system-level virtualization, also known as containerization. A program running inside a Container whether standalone or using an orchestration technology, can only see the resources and devices assigned to the Container. Examples of such container technologies include Docker and podman and examples of orchestrators include Kubernetes and Open Shift.
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 Partitioning methods include: Dynamic System Domains (DSD) -- enabled by Dynamic Reconfiguration (DR), Solaris Zones (also known as Solaris Containers, capped Zones/Containers only), IBM LPAR (adds DLPAR with AIX 5.2), IBM Micro-Partitions (capped partitions only), vPar, nPar, Integrity Virtual Machine (capped partitions only), Secure Resource Partitions (capped partitions only), and Fujitsu's PPAR. All approved hard partitioning technologies must have a capped or a maximum number of Cores/processors for the given partition.
Named User	Means a single user that has been authorized by Licensee to use the Licensed Software.
Platform	Means a hardware chipset (e.g., PA-RISC, Itanium, x86, or SPARC) and operating system (e.g., Windows, Linux, Solaris, AIX, or HP-UX) combination. Each unique Linux distribution is considered a different operating system from other Linux distributions and a different Platform even with the same hardware chipset.
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.

Additional License Authorizations

For Visual COBOL & Enterprise software products

Term	Definition
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.

Named User License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical or Virtual Machine or server, or one or more Containers on such single physical or Virtual Machine or server, for use solely by the number of Named Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. Each such Named User has the right to unlimited access to the Licensed Software on such single machine or server. A Named User License is required for each Named User that uses an installation of the Licensed Software. For example, if Named User A and Named User B both use the same two separate installations of the Licensed Software, a total of four Named User Licenses would be required for such use. 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. For purposes of this ALA, a Named User License is considered to be a Development License.

Concurrent User License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on multiple physical or Virtual Machine host machines or servers, or one or more Containers on such physical or Virtual Machine host machines or servers, for use solely by the maximum number of Concurrent Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. Licensee may not use the Licensed Software for user acceptance testing, system/load testing, production or deployment. For purposes of this ALA, a Concurrent User License is considered to be a Development License.

User License (Authorized Users)

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on an unlimited number of physical or Virtual Machine servers or Containers for use by up to the total number of Authorized Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. The Licensed Software may not be used or accessed by (i) individuals who are not Authorized Users; or (ii) any other software or hardware device that does not require an individual to use or access it, including, without limitation, Batch Processing. Licensor reserves the right at any time to require Licensee to provide a list of the Authorized Users. Licensee may change an Authorized 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 Authorized User is absent, but in no event more than once every 30 days. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a User License (Authorized Users) is considered to be a Deployment License.

Additional License Authorizations

For Visual COBOL & Enterprise software products

Server License (Concurrent Users)

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical machine or server or Virtual Machine, or one or more Containers on such physical single machine or server or Virtual Machine, for use by the maximum number of Concurrent Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. **The Licensed Software may not be used or accessed by any other software or hardware device that does not require an individual to use or access it including, without limitation, Batch Processing.** A Server License (Concurrent Users) cannot be split into multiple licenses of lesser quantity (e.g., a license for 10 Concurrent Users cannot be split into two licenses of five Concurrent Users each) without Licensor's prior written consent and possible provision of different license keys. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a Server License (Concurrent Users) is considered to be a Deployment License.

Server License (per core) or Server License (per IFL)

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical machine or server ("Host Server"), or one or more Containers on the Host Server (provided such Containers are not running in a Soft Partition or Virtual Machine unless Licensee has purchased the Virtualization License Extension or otherwise been granted such rights separately from Micro Focus), and have the Licensed Software executed by up to the total number of (i) Cores in the case of a Server License (per core), or (ii) Integrated Facility for Linux processors ("IFLs") in the case of a Server License (per IFL), 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. A license covering all physical Cores or IFLs, as applicable, 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 or IFLs are not accessing or running the Licensed Software for any reason, including, for example, installation of the Licensed Software in a Container that has fewer than the Total Processors allocated to it. 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.

Licensed Software provided under this License Option is for use by an unlimited number of Licensee's internal users, other software devices and hardware devices. **Server License (per core) and Server License (per IFL) are the only license types authorized for any Batch Processing.** 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 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. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a Server License (per core) and Server License (per IFL) are considered to be Deployment Licenses.

Additional License Options

The following additional License Options may also apply to one of the License Options above 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 type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. 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.

Additional License Authorizations

For Visual COBOL & Enterprise software products

Disaster Recovery License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Disaster Recovery System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. A Disaster Recovery System is a single machine on which the Licensed Software is installed but is not instantiated, running, or otherwise in use except: (i) if a disaster arises and the single machine for which the Disaster Recovery System is configured to recover or replace (known as the “Primary Machine” in this clause) is unavailable, (ii) for the purposes of periodic disaster recovery testing, and/or (iii) for periodic system diagnostics or maintenance of the Disaster Recovery System itself. A Disaster Recovery License cannot be used: (a) concurrently with any other license for the Licensed Software or in any production, test, or development environments except while the Primary Machine is being recovered or replaced in a disaster recovery situation, or (b) 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 be less than the license quantity and metric of the standard license for the Licensed Software on the Primary Machine.

Failover License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Failover System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. A Failover System is a single machine on which the Licensed Software is installed and running, but only used to prepare for the recovery or replacement of the single machine for which the Failover System is configured to recover or replace (known as the “Primary Machine” in this clause), up to and including real-time data backups, mirroring, or any other activity to allow a synchronized switch-over from the Primary Machine. Licensee may not use the Failover License for any other purpose such as production, testing (other than failover testing), development, or training except during a disaster where the Primary Machine is unavailable. 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 be less than the license quantity and metric of the standard license for the Licensed Software on the Primary Machine.

Batch License

Where any Licensed Software is designated as a Batch License or “Batch-Only” in the applicable Product Order using such description or similar terminology, such Licensed Software may only be used to perform batch processing on a single computer subject to the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail.

Virtualization License Extension

For a license for which a Virtualization License Extension has been purchased, the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA for such license shall apply subject to the terms in this clause. For as long as such license is current on support and maintenance with Licensor, such license can be installed, used, or accessed on, in, or from a Virtual Machine. Such license may not be installed or used in a public cloud service. With respect to licenses based on processing devices such as Cores, the Licensed Software may be installed and used on any number of instances provided that the collective amount of licensed processing devices accessible by those instances does not exceed the applicable license quantity. For example, for Core-based licenses, the license can be used on any number of instances provided that the collective amount of Cores or vCPUs accessible by those instances does not exceed the applicable license quantity. An instance may be within a single Virtual Machine or Container that is not necessarily tied to just one physical machine. Licensee may make one (1) failover or disaster recovery copy of the Virtual Machine or Container in which the Licensed Software is installed and instantiate such Virtual Machine or Container in the event and for as long as the primary installation is unavailable.

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 Applicable Agreement, provided that (1) each

Additional License Authorizations

For Visual COBOL & Enterprise software products

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 Applicable Agreement, (2) the license will only be used on behalf of Licensee, (3) such use is subject to the terms and conditions of the Applicable Agreement, and (4) Licensee remains liable for any breach by any such third party of the terms of the Applicable 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 Applicable Agreement.

Software Specific Terms

Business Rule Manager

The following License Options apply: Named User License, Concurrent User License.

COBOL Server, COBOL 2010 Runtime

The following License Options apply: User License (Authorized Users), Server License (Concurrent Users), Server License (per core), Server License (per IFL).

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 Visual COBOL (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.

COBOL Server for Stored Procedures

The following License Options apply: Server License (per core), Server License (per IFL).

The terms applicable to COBOL Server above apply to COBOL Server for Stored Procedures, except that COBOL Server for Stored Procedures may only be used to enable deployment of COBOL stored procedures on a single database server per license.

Database Connectors (all variants)

The following License Options apply: Server License (Concurrent Users), Server License (per core).

Additional License Authorizations

For Visual COBOL & Enterprise software products

Enterprise Analyzer (all variants), Enterprise Analyzer Server (all variants), COBOL Analyzer, Enterprise View

The following License Options apply: Named User License, Concurrent User License, Server License (Enterprise View only).

Named User Licenses for this Licensed Software may be installed on multiple machines for use solely by the licensed Named Users. In the event the applicable Product Order specifies an amount of lines of code for a license, then the application portfolio size (aggregate number of lines of code in all repositories created) for such license is limited to the maximum lines of code (LOC) set forth for such license in the applicable Product Order. LOC includes all lines of code from all programs (including each version of the same program), all Java files, and all job control and database definition files in the repository. Copybook and other included code is counted separately for each program in which it appears. Each Server License of Enterprise View may only be installed on one server and may only access one repository at a time.

With respect to Enterprise Analyzer, the Licensed Software may require certain third party database software beyond the limited database software that may be included with such Licensed Software, and in such event Licensee must separately purchase or otherwise obtain such database software from the applicable third party.

Enterprise Developer (all variants)

The following License Options apply: Named User License, Concurrent 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 or generate limited licenses for Enterprise Server or other application deployment product. If such licenses are included or generated, these limited licenses are provided solely for use by the licensed 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.

Enterprise Developer for Stored Procedure Debug. This Licensed Software may only be used to debug stored procedures on a single database server per license.

Enterprise Developer Connect. Licensee may install certain Enterprise Developer components and models in another Eclipse or IBM Developer for z environment in accordance with the applicable Documentation solely for use with a valid license for Enterprise Developer Connect.

Enterprise Developer Models. This Licensed Software may only be used with a valid license for Enterprise Developer and shall be governed by the same terms and conditions as such license. No support or maintenance is provided or available for this Licensed Software.

Enterprise Server (all variants)

The following License Options apply: User License (Authorized Users), Server License (Concurrent Users), Server License (per core), Server License (per IFL).

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 Micro Focus Enterprise Developer (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,

Additional License Authorizations

For Visual COBOL & Enterprise software products

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.

Enterprise Server for Stored Procedures

The following License Options apply: Server License (per core), Server License (per IFL).

The terms applicable to Enterprise Server above apply to Enterprise Server for Stored Procedures, except that Enterprise Server for Stored Procedures may only be used to enable deployment of stored procedures (either COBOL, PL/I, or both depending on what is specified for such license in the applicable Product Order) on a single database server per license.

Enterprise Test Server, Enterprise Test Server Premium, COBOL 2010 Runtime Test Server

The following License Option applies: Server License (per core).

This Licensed Software may be used only for Licensee's internal testing purposes. At no time may Licensee use the Licensed Software for any other purpose including production.

Relativity Designer Suite for MF COBOL

The following License Options apply: User License (Authorized Users).

Relativity for Windows Workstations for MF COBOL

The following License Options apply: User License (Authorized Users), Server License (Concurrent Users).

Relativity Server for MF COBOL

The following License Options apply: Server License (per core), Server License (Concurrent Users).

Visual COBOL (all variants)

The following License Option applies: 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 or generate limited licenses for COBOL Server or other application deployment product. If such licenses are included or generated, these limited licenses are provided solely for use by the licensed 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, and may only be used if the Licensed Software is current on support and maintenance. Any use of this limited license outside of the development and unit testing of such applications is not permitted.

Additional License Authorizations

For Visual COBOL & Enterprise software products

Suites

Suite	Offering includes
Visual COBOL for Eclipse Distributed Edition	<ul style="list-style-type: none">▪ Visual COBOL Development Hub▪ Visual COBOL for Eclipse
Visual COBOL for ISVs	<ul style="list-style-type: none">▪ Visual COBOL Development Hub▪ Visual COBOL for Eclipse▪ Visual COBOL for Visual Studio
Visual COBOL Studio Distributed Edition for ISVs	<ul style="list-style-type: none">▪ Visual COBOL Development Hub▪ Visual COBOL for Eclipse▪ Visual COBOL for Visual 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.
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 Applicable Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Licensor's audit rights under the Applicable 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.

Additional License Authorizations

For Visual COBOL & Enterprise software products

5. Install, access or use the Licensed Software on a Platform other than the Platform for which the Licensed Software was originally licensed to Licensee. Additional licenses for use of the Licensed Software on a Platform other than the one set forth in the applicable Product Order may be available upon payment of an additional license fee.

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 Licenses and Deployment Licenses.

Academic Editions/Users

Where Licensed Software is licensed under the Micro Focus COBOL Academic Program:

- (i) Licensee shall not use the Licensed Software for any purpose other than for non-commercial education or academic research activities;
- (ii) Licensee shall not copy the Licensed Software, nor shall Licensee distribute, transfer or assign the Licensed Software without specific permission from Licensor; and
- (iii) If Licensee is the academic institution using the Licensed Software for teaching purposes, Licensee will manage all student licenses through a license server provided by Licensor in accordance with guidelines provided by Licensor. Licensee agrees to provide reports describing the number of licenses Licensee has issued in each period upon Licensor's request.

Personal Editions

With respect to any Personal Edition versions of the Licensed Software:

- (i) Licensee shall not use the Licensed Software for any purpose other than for personal educational and non-commercial activities. The Licensed Software may not be used for training or teaching purposes.
- (ii) Licensee shall not: (a) use the Licensed Software to compile source code for applications of more than two thousand, two hundred (2200) lines of procedural code (exclusive of lines containing comments and/or blanks) in any one (1) application or deploy or transfer such application on or to any other machine or third party; or (b) with respect to Enterprise Developer, use the Licensed Software for any purpose other than to input, edit and syntax check code for personal educational use.
- (iii) Licensee shall not copy the Licensed Software, nor shall Licensee distribute, transfer or assign the Licensed Software without specific permission from Licensor.

Enterprise Subscription Pay As You Go (Upfront Sub and No Upfront Sub) Licenses

Where any Licensed Software is designated as an Upfront Sub or No Upfront Sub license, then the following additional terms apply:

- a) **Term.** Each license shall automatically terminate at the end of term for such license as stated in the applicable Product Order. The license must be de-installed upon termination unless Licensee purchases an additional subscription term for such license from Licensor.
- b) **Payment.**
 - i. **Upfront Sub.** Fees for Upfront Sub licenses will be billed one-time in advance.
 - ii. **No Upfront Sub.** Fees for No Upfront Sub licenses will be billed monthly in advance or per the frequency noted in the applicable Product Order if different. Licensee irrevocably commits to pay such fees to Licensor for the entirety of the subscription term purchased.

Additional License Authorizations

For Visual COBOL & Enterprise software products

- c) **Applicable License Extensions.** The Virtualization License Extension, Off Continent License Extension, and Third Party Usage License Extension are automatically included. Notwithstanding the terms of the Virtualization License Extension to the contrary, the Licensed Software may be installed or used in a public cloud service. If Licensee has an Applicable Agreement that permits use of the Licensed Software to provide services to end user customers, Licensee may only use a license for the Licensed Software subject to this ALA to provide services to one end user customer.
- d) **Support and Maintenance.** Standard support and maintenance is included during the term of the license.
- e) **Platform Transfer.** Licensee may freely transfer a license during the term of such license from one platform to another (excluding IFL) for which a version of the Licensed Software is generally available as of the commencement of such license.
- f) **Reporting and True-Up.** Licensee shall provide to Licensor on a quarterly basis, or at such other times as Licensor may reasonably request, with a written report detailing the amount of usage of the Licensed Software in a format agreed in advance by the parties. At a minimum this report shall include, as applicable, the number of (i) instances of the Licensed Software, (ii) users of products licensed by named user, (iii) cores or other processing devices accessed by instances of products licensed by server or processing device, and (iv) hours of usage supported by hardware/infrastructure consumption reporting. Such report 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 the Applicable Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Micro Focus' audit rights under the Applicable Agreement. If the above report indicates that Licensee has exceeded the amount of instances, users, cores, or IFLs, then Licensee agrees to immediately pay Licensor for such additional usage at Licensor's Pay As You Go per-diem price specified in the applicable Product Order, or if no such pricing is specified, then Licensor's then-current Pay As You Go per-diem list pricing.

Java

The Licensed Software may require Licensee to separately obtain the Java™ Platform, Standard Edition Runtime Environment (JRE), and in such event any use of the JRE shall be governed by the license agreement accessible at <http://www.oracle.com/technetwork/java/javase/terms/license/index.html>. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

Host Connectivity Products

The Licensed Software may come with one or more software products from Licensor's Host Connectivity portfolio, and in such event, Licensee may only use such Host Connectivity software with the Licensed Software on the same machine as the Licensed Software subject to the terms and conditions applicable to the Licensed Software.

software.microfocus.com/about/software-licensing

Latest version of software licensing documents
