

# Additional License Authorizations

for HP Quality Center Software products



## Product use authorizations

This document provides Additional License Authorizations for the following Software products in the Quality Center of HP's Business Technology Optimization Software:

Products	Suites
HP Application Lifecycle Management	HP Center Management for Quality Center Entry Suite
HP Business Process Testing	
HP Center Management for Quality Center	
HP Change Impact Testing	
HP Functional Testing	
HP Quality Center Enterprise	
HP Service Test	
HP Service Test Management	
HP Test Data Management	
HP Unified Functional Testing	

## Definitions

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

Term	Definition
<i>Adapter</i>	means the test management adapter software developed by Licensee using the ALM Synchronizer to enable the test management HP Software to properly interoperate, during run-time, with the Designated Application or Technology.
<i>Application Under Test or AUT</i>	means a software application being tested by Software.
<i>Area</i>	means a license allowing the Software to be used in a single region, defined as the Americas (North, Central and South America and Mexico) or EMEA (Europe, Middle East and Africa) or JAPAC (Japan, Asia, Pacific Rim and Australia); Area cannot be global or multiple regions. Area is determined where the order for the license is placed, unless the applicable Transaction Documents indicate otherwise. Area licenses cannot be moved to an alternate Area from where the original order was placed, without paying to HP a geographic relocation fee.
<i>Bundle or Bdl</i>	means an offering which includes a Term LTU, Term Support and SaaS.
<i>Cold Standby System</i>	means a standby non-production system which is NOT up and running. If the production system breaks down or needs to be brought out of service, Licensee is required to switch on and start the Cold System Standby in order to take over for the production system.



<b>Term</b>	<b>Definition</b>
<i>Concurrent or CC Users</i>	means the Software is licensed by the amount of users that simultaneously use the Software at any one point in time. The Software can be installed on any number of computers, provided that the actual usage of the Software does not exceed the number of licenses purchased.
<i>Designated Application or Technology</i>	means that certain Licensee proprietary or third party software application, operating system, middleware or other technology platform, standard, protocol or functionality.
<i>Development and Test Systems</i>	means a non-production system to be used only for a) developing Licensee add-on applications in order to access the licensed Software b) migration testing c) pre-production staging or (d) version upgrades/configuration and transition purposes for HP testing products such as Quality Center, Functional Testing, Service Test, LoadRunner and Performance Center (including Diagnostics module).
<i>E-LTU and E-Media</i>	means products which are electronically delivered only, and as such any references to FOB Destination or delivery methods that are stated on Licensee's purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
<i>Fail or Failover</i>	means a backup operation that automatically switches the functions of a primary system to a standby server if the primary system fails or is temporarily taken out of service.
<i>GB</i>	means gigabytes which designates the amount of physical capacity that can be managed.
<i>Global or Gbl</i>	means the right to use Software worldwide.
<i>Hot Standby System</i>	means a non-production system which is up and running, ready to take over from the production system if the production system breaks down or needs to be taken out of service.
<i>Instance</i>	is defined as each implementation of the application installed on a server.
<i>LTU</i>	means License To Use.
<i>Non-Production or NP</i>	means internal use which is limited to Use on a Development and Test Systems and Hot and Cold Standby Systems. This NP license requires the previous purchase of the equivalent or greater production licenses. Support for NP licenses is restricted to the period of and current status of the equivalent production license.
<i>Remote Access</i>	means the act of accessing a computer over the network from an originating location remotely removed from the Site or the location of the computer being accessed or controlled.
<i>SaaS</i>	means Software as a Service which is a service which allows access to the Software, support and related professional services, as described in an order document, datasheet or a Statement of Work (SOW).
<i>Seat</i>	means only one device is authorized to use the Software within the designated Site at a time.
<i>Site</i>	means a license allowing the Software to be used at an address (e.g., room number, department number, building number, street address, campus etc.) or a group of addresses specified in the applicable Transaction Document. Site cannot include multiple addresses or addresses in multiple countries or states. Site licenses cannot be moved to an alternate Site after the original purchase without paying to HP a geographic relocation fee.
<i>Source or SRC</i>	means the database being extracted from.
<i>Term License to Use or Term LTU</i>	means a Software license to use (LTU) which indicates in its license description that the license is valid for a specific period of time such as One Month( 1M) , One Year(1Y) etc. Term LTU's are not perpetual licenses.
<i>Term Support</i>	means a fixed period support offering that is only valid during the time period of the associated Term LTU.
<i>Third Party</i>	means an external entity that is contractually engaged by License to provide services to Licensee, such as consulting or outsourcing services, which require access or use of the Software by such entity.
<i>Third Party Use</i>	means as authorized in the Software Specific License Terms, Licensee may permit a Third Party to access and use the Software on Licensee's behalf for the sole purpose of providing services to Licensee, provided that; (i) If Licensee has a Site License then a Third Party may use the Software only at Licensee's site (ii) for geographically restricted licenses Licensee has purchased the required Area or Global license for use at Third Party's Location,(iii) Licensee designates Third Party as Licensee's designated personnel under HP's support and maintenance services, (iv) Licensee is responsible and directly liable to HP for the use of the Software by the Third Party. Third Party may not use the Software for their own internal business purposes, nor permit any other third party to access the Software (v) Licensee shall provide written notice to HP of the Third Party's name and the address of Third Party's Location and (vi) Upon the termination or expiration of Third Party's services to Licensee, Licensee shall promptly instruct the Third Party to remove and return all Software in its possession to Licensee. Licensee shall promptly notify HP of such termination or expiration.

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

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

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

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

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- ALM Synchronizer may be used only to develop adapters between QCE Requirements and/or QCE Defects with 3<sup>rd</sup> party tools and other (non-Quality Center Enterprise) HP software solutions. Synchronization between two or more QCE Instances is not allowed. Synchronization between HP Quality Center Enterprise and HP Application Lifecycle Management is not allowed.
- Synchronization between HP Quality Center Enterprise and HP Performance Center is not allowed.

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

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

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

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## HP Test Data Management

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

## HP Unified Functional Testing

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## HP Quality Center Suite offerings

Suite	Offering includes
<i>HP Center Management for Quality Center Entry Suite</i>	<ul style="list-style-type: none"><li>▪ 1 Center Management for Quality Center Accelerator</li><li>▪ 1 Project &amp; Portfolio Management Foundation (over 25 users)</li><li>▪ 5 Center Management for Quality Center Managers &amp; Leads Named Users</li><li>▪ 25 Center Management for Quality Center Testers &amp; Engineers Named Users</li><li>▪ 2 Center Management for Quality Center Practice &amp; Support Named Users</li><li>▪ 2 Center Management for Quality Center CoE Admins Named Users</li></ul>

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Term	Definition
A.	Software contains Software and associated Specifications licensed from third parties that are confidential to, and trade secrets of, such parties. Licensee 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.	Licensee 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 stand alone basis separate from the complete Software unless expressly authorized in the Transaction Documents, Specifications or an applicable Agreement.
C.	To the extent this restriction is not prohibited under applicable law, Licensee shall not disclose to any third party the results of (i) any performance benchmarks Licensee runs on Software Products themselves, or any portion thereof, or (ii) specific detailed comparisons Licensee makes between Software Products, or any portion thereof, and any Licensee or third-party product, in each case under (i) and (ii) without the prior written consent of HP.

## Technology for better business outcomes

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