

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 Quick Test Professional Essentials	
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>Application Server</i>	means a computer running software that executes business or application logic that is made available to a web server for process requests.
<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.



[CLICK HERE TO VERIFY THE LATEST VERSION OF THIS DOCUMENT.](#)



Term	Definition
<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.
<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>Device or Dev</i>	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.
<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>High Availability Server or HAS</i>	means the ability to cluster two (2) or more Application Servers as if they were a single entity to support larger number of users.
<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>Internal Use</i>	means access and Use of the Software for purposes of supporting the internal operations or functions of Licensee.
<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>Seat User</i>	means only one Device or user is authorized to use the Software 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.

Term	Definition
<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 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.
<i>Use</i>	means to install, store, load, execute and display once copy of the Software.

Software specific license terms

For Software Products with software specific license terms, these terms are described below. Software Products covered by this additional license authorization (as listed on the first page under Product use authorizations) and not covered in this section do not have software specific license terms.

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

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 Licensee, then Licensee must obtain a Global license. HP 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 Licensee to the use of ALM Synchronizer. 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 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 Servers 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.

HP Business Process Testing

Remote Access is permitted where users are regularly employed at the Site or Area. Remote Access by users located outside of the Area requires a Global license. This Software requires an HP Application Lifecycle Management or HP Quality Center Enterprise License for both manual and automated testing. In addition, for automated testing an HP Functional Testing license is required. This Software shall be used only in accordance with the Site, Area or Global license that corresponds with the HP Application Lifecycle Management or HP Quality Center Enterprise license. Third Party access and use at the Third Party Location is permitted in accordance with the Third Party Use. Third Party Use at the Third Party Location requires an Area or a Global license. If the Third Party Location is outside of the Area licensed by Licensee, then Licensee must obtain a Global license. HP Software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. HP is not liable for any consequences and or damages resulting from Use of the Software to perform functions for which it was not originally licensed.

HP Change Impact Testing

HP Application Lifecycle Management / HP Quality Center license. 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. HP Software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. HP is not liable for any consequences and or damages resulting from Use of the Software to perform functions for which it is was not originally licensed.

HP Functional Testing

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. The AUT and the licensed Software must reside at the same Seat, Site or Area as applicable. Third Party access and use at the Third Party Location is permitted in accordance with Third Party Use. Third Party Use at the Third Party Location requires an Area or a Global license. If the Third Party Location is outside of the Area licensed by Licensee, then Licensee must obtain a Global license. HP Software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. HP is not liable for any consequences and or damages resulting from Use of the Software to perform functions for which it is was not originally licensed.

HP Quality Center Enterprise

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 Licensee, then Licensee must obtain a Global license. HP 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 Licensee to the use of ALM Synchronizer. Use of the ALM Synchronizer is limited as follows:

- ALM Synchronizer may be used only to develop adapters between QCE Requirements and/or QCE Defects with 3rd 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 Servers 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.

HP Service Test

Licenses for HP Service Test servers must reside in the country where they were purchased. The HP Service Test Software is licensed for testing purposes only. HP is not liable for any consequences and or damages resulting from Use of the Software to perform functions for which it is was not originally licensed.

When HP Service Test is licensed by Site, Area or Global the following applies: a) The AUT and licensed Software must reside at the same Site or Area as applicable. b) Remote Access is permitted where users are regularly employed at the Site or Area. c) Remote Access by users located outside of the Area requires a Global license. d) Third Party access and use at the Third Party Location is permitted in accordance with Third Party Use. Third Party Use at the Third Party Location requires an Area or a Global license. If the Third Party Location is outside of the Area licensed by Licensee, then Licensee must obtain a Global license.

HP Service Test Management (when sold standalone)

Remote Access is permitted where users are regularly employed at the Site or Area. Remote Access by users located outside of the Area requires a Global license. This Software requires an HP Application Lifecycle Management or HP Quality Center Enterprise License and shall be used only in the Site or Area that corresponds with the HP Application Lifecycle Management or HP Quality Center Enterprise license. Third Party access and use at the Third Party Location is permitted in accordance with 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 Licensee, then Licensee must obtain a Global license. Licenses for HP Service Test Management must reside in the country where they were purchased. HP Software licensed for load testing or functional testing purposes may be used only for the testing (load or functional) function originally licensed. HP is not liable for any consequences and or damages resulting from Use of the Software to perform functions for which it is was not originally licensed.

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

When HP Unified Functional Testing is licensed by Seat or by Site, Area or Global Concurrent User the following applies: a) 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. b) The AUT and the licensed Software must reside at the same Seat, Site or Area as applicable. c) 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. d) 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 Licensee, then Licensee must obtain a Global license.

Licenses for HP Unified Functional Testing servers must reside in the country where they were purchased. HP Unified Functional Testing Software is licensed for functional testing purposes only. HP is not liable for any consequences and or damages resulting from Use of the Software to perform functions for which it is was not originally licensed.

HP Quality Center Suite offerings

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

Additional license terms

The Software described in this Additional License Authorization (“ALA”) is governed by the agreement set forth on the quote for the order referencing this Software. The terms of this ALA shall govern delivery of the Software and specifically take precedence over any different terms in such agreement to the extent of a conflict.

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 standalone 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.
D.	Unless stated otherwise, Licensee is authorized to Use one Device at a time for Licensee’s Internal Use.
E.	Licensee accepts Software upon delivery.
F.	Third party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Licensee are reserved solely to HP or its suppliers.
G.	Licensee must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to Internal Use.
H.	Licensee may not Use or allow any other person or entity to Use Software or Support for the provision of commercial timesharing, service bureau, managed, outsourcing, ASP, subscription or other services to any person or entity without written authorization from HP, pursuant to additional terms and conditions or a separate written agreement for such Use and where applicable licenses and fees.
I.	Licensee agrees that HP may audit relevant books and records (including electronic), devices computers and systems of Licensee and its service providers, consultants and contractors (collectively, “Contractors”) relating to the Software in order to verify Use of the Software in compliance with the Software license terms (“License Terms”). HP may make copies of any such books and records. HP may conduct the audit itself, or at its option may use an independent third party. Audits may be conducted at any sites of Licensee, and its Contractors where copies of the Software are installed, Used or accessed, including remotely. HP will bear its own costs in connection with an audit. HP shall provide at least twenty one (21) calendar days prior notice of any audit, except when it has reasonable cause to suspect that there is an infringement of its intellectual property rights, in which case only two (2) working days’ notice is required. Any audit would be performed during Licensee’s normal business hours in a manner that minimizes disruption to Licensee’s business. Licensee and its Contractors shall provide HP and its auditor with all assistance reasonably required in order to carry out the audit. If an audit reveals underpayments, then Licensee will pay HP such amounts invoiced by HP based on the prices for the Software license and Support fees specified in the local published HP price list in effect on the date of completion of the audit. If the underpayment exceeds by 5% the prices payable by Licensee for the Software and Support during the period covered by the audit, then Licensee will also pay the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section. HP’s rights and remedies in this section shall be without prejudice to any additional rights or remedies it may have at law or in equity for Licensee’s non-compliance with these License Terms. Licensee shall cause its Contractors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.

