
Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

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. All products below are delivered electronically, unless otherwise agreed, and as such, any inconsistent terms that are stated on a purchase order or any other document issued by Customer, are void.

Products and Suites covered

Products	Non-production software class*	Term License Non-production software class (if available)
ALM Solutions Connector	Class 2	Class 2
Atlas	Class 2	Class 2
Borland Agile	Class 2	Class 2
Caliber (all variants)	Class 2	Class 2
CaliberRDM	Class 2	Class 2
CaliberRM (all variants)	Class 2	Class 2
ChangeMan DS (all variants)	Class 2	Class 2
Connect	Class 2	Class 2
Connect Core	Class 2	Class 2
Deployment Automation	Class 2	Class 2
DevPartner (all variants)	Class 2	Class 2
DevPartner for Visual C++ BoundsChecker Suite	Class 2	Class 2
Dimensions CM (all variants)	Class 2	Class 2
Dimensions Docker Registry	Class 2	Class 2
Dimensions GIT Connector	Class 2	Class 2
Dimensions Replicator	Class 2	Class 2
Dimensions RM (all variants)	Class 2	Class 2
Optimal Trace Enterprise Edition	Class 2	Class 2
Prototype Composer	Class 2	Class 2
PVCS Tracker (all variants)	Class 2	Class 2
PVCS Version Manager (all variants)	Class 2	Class 2
QARun (all variants)	Class 2	Class 2
Reconcile	Class 2	Class 2
Release Control	Class 2	Class 2
Release Vault	Class 2	Class 2
Rhythm (all variants)	Class 2	Class 2
StarTeam (all variants)	Class 2	Class 2
StarTeam DataMart	Class 2	Class 2
StarTeam Synchronizer	Class 2	Class 2
TeamDefine (all variants)	Class 2	Class 2

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

Products	Non-production software class*	Term License Non-production software class (if available)
TeamInspector	Class 2	Class 2
TestPartner (all variants)	Class 2	Class 2
Together (all variants)	Class 2	Class 2

Suites	Non-production software class*	Term License Non-production software class (if available)
PVCS Professional Suite (all variants)	Class 2	Class 2

*Additional licenses solely for non-production use may be available as specified in the Non-Production Licensing Guide found at opentext.com/about/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
Client Software	Means software that allows a computer or workstation to access or utilize the services provided by Server Software.
Concurrent Users or Standard 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. Access or use means the ability to use, copy or operate the Licensed Software or the loading of any part of the Licensed Software into random access memory (RAM) of a computer.
Container	Means an isolated user-space instance created using operating-system-level virtualization, also known as containerization. A program running inside a Container can only see the resources and devices assigned to the Container.
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.
Endpoint	Means a single physical, virtual or cloud server
Named User	Means a single employee of Licensee who has been designated as an authorized user of 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.
Seat	Means a single employee of Licensee who has been authenticated by Licensee's LDAP server and accesses the Licensed Software at any given point in time, either directly or through an application.
Server Software	Means software that provides services on a server.
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.
Virtual User	Means a simulation of a particular individual user executing a transaction or sequence of operations.

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

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

A Named User License allows Licensee to permit only one Named User to use the Licensed Software per Named User license purchased. The Licensed Software may only be installed on a single machine. Notwithstanding the foregoing, in the event the Licensed Software contains Server Software and Client Software, Licensee may install one copy of the Server Software on a single server and may install the Client Software on up to five (5) computers per Named User License provided that the Named User for such license is the only individual permitted to use the Licensed Software. 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.

Concurrent User License

A Concurrent User License allows Licensee to install the Licensed Software on a single server for use by no more than the number of Concurrent Users for which Licensee has purchased Concurrent User Licenses. In the event the Licensed Software contains Server Software and Client Software, Licensee may additionally install the Client Software on a reasonable number of computers or machines.

Connections License

Licensee may install the Licensed Software only on one server per license. Licensee must purchase a license for the Licensed Software for the number of Connections required. A Connection is when a unique user uses the Licensed Software to connect or synchronize any product, tool, or data source with any other product, tool, or data source. For example, if data from environments ABC and BCD are synchronized using the Licensed Software, the number of unique users in each environment are added together to determine the number of Connections required. A Connections license is not a concurrent license model, so once a unique user uses the Licensed Software to connect a product, tool, or data source with another product, tool, or data source, such unique combination counts as a Connection regardless of the length or concurrency of use, even after such use ceases.

Endpoints License

Licensee can install the Licensed Software on no more than the licensed number of Endpoints as set forth in the applicable Product Order.

LPAR License

The Licensed Software may be installed on one LPAR (as specified in the applicable Product Order) per license for use by an unlimited number of users.

Virtual User License

The Licensed Software may utilize up to the maximum number of Virtual Users set forth in the applicable Product Order.

Seat License

Under this License Option, each Seat requires a Seat License which provides Licensee the right to use the Licensed Software by no more than the number of Seats expressly authorized by Licensor in the applicable Product Order. If an application accessing the Licensed Software is a multiplexing, database, or web portal application that permits users of such application

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

to access the Licensed Software or data processed by the Licensed Software, a separate Seat license will be required for each user of such application. A Seat License is required for each managed administrator of the Licensed Software. Licensee may change from time to time the employees who are designated to use the Licensed Software under a Seat License, provided that the number of users does not exceed the total number of Seat Licenses purchased.

Server License or Per Instance License

One Server License permits instantiation of one instance of the Licensed Software on a single machine or server.

Site License

A Site License allows the Licensed Software to be installed and 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 Product Order (the “Site”). The Site cannot include multiple addresses or addresses in multiple countries or states. The Site cannot be moved to an alternative location after the original purchase. If no Site is explicitly specified in the applicable Product Order, then the Site address will be the ship-to address specified on the applicable Product Order.

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:

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 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

ALM Solutions Connector

The following License Options apply: Connector License.

A Connector license must be purchased for each LPAR where Release Control is accessed.

Atlas

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

Borland Agile

The following License Option applies: Named User License, Concurrent User License.

Caliber (all variants)

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

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

CaliberRDM

The following License Option applies: Named User License, Concurrent User License.

CaliberRM (all variants)

The following License Option applies: Named User License, Concurrent User License.

ChangeMan DS (all variants)

The following License Option applies: Named User License, Endpoint License, Server License.

Non-Production licenses for the Licensed Software may not be used in production or for any production purpose. Communication Agent Licenses and Endpoint Agent Licenses are equivalent to Endpoints Licenses.

Connect

The following License Option applies: Connections License.

Connect Core

The Licensed Software may be used by any number of users on any number of machines and processing devices provided such use is solely for Licensee's internal use and benefit and solely to connect or synchronize: (i) a third party software product, tool, or data source with a Micro Focus software product for which Licensee has a current support and maintenance account; or (ii) two Micro Focus software products for which Licensee has a current support and maintenance account. Any use of the Licensed Software to connect or synchronize: (a) any third party software product, tool, or data source, with another third party software product, tool, or data source; or (b) any software, tool, or data source with any Micro Focus software product for which Licensee does not have a current support and maintenance account, is prohibited and shall require Licensee's purchase of the requisite amount of licenses for Micro Focus Connect. Licensee may not assign, sell, rent, lease, lend, sublicense, outsource or otherwise transfer the Licensed Software to any third party, or authorize or appoint any third party to do so, or otherwise allow a third party to directly or indirectly use or access the Licensed Software.

Licensee acknowledges that due to the lack of fees required to obtain the Licensed Software, the following applies: THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND SHALL NOT APPLY.

Deployment Automation

The following License Options apply: Endpoints License.

DevPartner (all variants), DevPartner for Visual C++ BoundsChecker Suite

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

License Authorization Server. This Licensed Software may include or come with a separate component for monitoring authorized use, including the policy files and license keys required to use the Licensed Software (the "License Authorization Server" or "LAS"). The LAS may be installed on a single-specified computer system at the specific site for which Licensee has contracted (the "Designated System"). The LAS, or any part thereof, may not be transferred from the Designated System. Regardless of the installation of the LAS, Licensee must remain compliant with the terms and conditions in the Applicable Agreement (including without limitation any license restrictions and number of users permitted). The LAS cannot be used or installed on a Virtual Machine.

Redistribution Rights of Device Driver Development Software. The following shall **only** apply if the Licensed Software is device driver development software, used by Licensee to develop application or device driver programs ("User Software"),

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

as specified in the Documentation. The User Software may include run-time components (“RTCs”) that have been extracted by the Licensed Software from the library files of the Licensed Software, programs to remotely test the User Software, and compiled code examples. These RTCs, examples, and programs are specifically designated as redistributable in the Documentation. Licensee has a worldwide, non-exclusive, royalty-free, restricted license to: (A) modify, compile and distribute the driver code examples; (B) distribute the remote testing program for testing purposes only; (C) embed the RTCs and driver code examples in its User Software, in object code form only; and (D) reproduce and distribute the RTCs and driver code examples embedded in its User Software, in object code form only provided that with respect to each of (A) – (D) inclusive (i) Licensee distributes the RTCs and driver code examples only in conjunction with and as a part of its User Software; (ii) Licensee will be solely responsible to anyone receiving its User Software for any updates, technical and other support obligations, and any other liability which may arise from the distribution of its User Software; (iii) Licensee does not use Licensor’s or its licensors’ names, logos, or trademarks to market or distribute its User Software; (iv) Licensee includes Licensor’s and its licensors’ copyright and/or proprietary notices and legends within the executable images of its User Software and on Licensee’s software media and documentation; and (v) Licensee agrees to indemnify, hold harmless and defend Licensor and its licensors from and against any claims or lawsuits, including attorneys’ fees, that arise or result from the use or distribution of its User Software.

Dimensions CM (all variants)

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

Non-Production licenses for the Licensed Software may not be used in production or for any production purpose. Pulse Agent Licenses are equivalent to Endpoints Licenses.

Deployment Automation Community Edition. Dimensions CM may come with Micro Focus Deployment Automation Community Edition (“DA CE”). The terms in this paragraph shall apply to DA CE. DA CE is restricted to one Server and five Endpoints. Licensor is not obligated to provide maintenance or support on DA CE. DA CE contains a feature which can allow anonymous statistical data regarding use of DA CE to be delivered over the internet to Licensor. Upon logging into the DA CE, Licensee has a choice to allow or block the delivery of such statistical data to Licensor. If Licensee does not select “No” or “Remind me later” when asked to provide the authorization to send such statistical data, Licensee consents to the delivery of such statistical data to Licensor. DA CE IS PROVIDED "AS IS." LICENSOR DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO DA CE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT. EXCEPT AS LIMITED BY APPLICABLE LAW, AND REGARDLESS OF THE BASIS FOR THE CLAIM, LICENSOR’S MAXIMUM LIABILITY UNDER THIS LICENSE AGREEMENT WITH RESPECT TO DA CE WILL BE TEN DOLLARS (\$10).

Dimensions Docker Registry

The following License Options apply: Per Instance License.

Dimensions GIT Connector

The following License Option applies: Per Instance License.

Dimensions Replicator

The following License Option applies: Site License.

Dimensions RM (all variants)

The following License Option applies: Named User License, Concurrent User License.

Non-Production licenses for the Licensed Software may not be used in production or for any production purpose.

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

Optimal Trace Enterprise Edition

The following License Option applies: Concurrent User License.

Prototype Composer

The following License Option applies: Named User License.

PVCS Professional Suite (all variants)

The following License Option applies: Named User License, Concurrent User License, Server License.

Non-Production licenses for the Licensed Software may not be used in production or for any production purpose.

PVCS Tracker (all variants)

The following License Option applies: Named User License, Concurrent User License.

PVCS Version Manager (all variants)

The following License Option applies: Named User License, Concurrent User License.

Non-Production licenses for the Licensed Software may not be used in production or for any production purpose.

QARun (all variants)

The following License Option applies: Concurrent User License.

Reconcile

The following License Option applies: Named User License, Concurrent User License.

Release Control

The following License Option applies: Named User License, Concurrent User License, Seat License.

A license for ALM Solutions Connector must be purchased for each LPAR where Release Control is accessed.

Release Vault

The following License Option applies: Named User License, Concurrent User License, Endpoint License.

Rhythm (all variants)

The following License Option applies: Named User License, Concurrent User License.

StarTeam (all variants)

The following License Option applies: Named User License, Concurrent User License.

A StarTeam Integration may not be used without a valid user license to use StarTeam and shall be governed by the same terms and conditions applicable to Licensee's license for StarTeam.

For any type of license acquired for this Licensed Software, Licensee may install and run one or more instances of the Server Software on one or more servers.

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

StarTeam DataMart

The following License Option applies: Server License.

This Licensed Software may be installed on any number of disaster recovery/failover servers provided that only one such server is used in production in the event of a disaster recovery.

StarTeam Synchronizer

The following License Option applies: Per Account License.

This Licensed Software may be used with any of Licensee's valid licenses for StarTeam. This Licensed Software may be installed on any number of disaster recovery/failover servers provided that only one such server is used in production in the event of a disaster recovery.

TeamDefine (all variants)

The following License Option applies: Named User License.

TeamInspector

The following License Option applies: Named User License.

TestPartner (all variants)

The following License Option applies: Named User License, Concurrent User License, Runtime License.

With respect to a Runtime License, the Licensed Software may only be installed on one operating system instance per license for use by the licensed users of the Licensed Software.

Together (all variants)

The following License Option applies: Named User License, Concurrent User License.

This Licensed Software may be used solely to create, compile (including byte code compile), test and deploy, in source or object code form, Licensee application programs and other works. This Licensed Software requires registration with Licensor prior to use. Licensee will be prompted to register at the time of installation or first use, at which time Licensee will be notified, or directed to online resources explaining, how registration information provided by Licensee may be used and Licensee will be afforded the opportunity to opt out of certain uses of such information. Licensee may use the License Manager component of the Licensed Software, in executable form only, on a server for use solely in connection with Licensee's use of the Licensed Software.

Suites

Suite	Offering includes
PVCS Professional Suite (all variants)	<ul style="list-style-type: none">▪ Solutions Business Manager▪ PVCS Version Manager▪ Agile Work Planner▪ Prototype Composer

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

Additional License Terms

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

Additional License Restrictions

Licensee shall not:

1. 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.
2. Install, access or use the Licensed Software on a Virtual Machine or Container in connection with any license option other than Concurrent User License.

Academic Edition

Where Licensed Software is licensed under Licensor's Academic Program, in addition to the above terms and conditions:

- (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.
- (iii) License management: 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 Edition

- (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 copy the Licensed Software, nor shall Licensee distribute, transfer or assign the Licensed Software without specific permission from Licensor.

Oracle License Terms

The Licensed Software may contain certain software (the "Program(s)") licensed by Licensor from Oracle America, Inc. ("Oracle"). For purposes of this provision, the term "You" or "Your" refers to Licensee. Oracle requires that You agree to the following terms regarding use of the Program. Oracle grants You a limited license to internally use the Program (as included in the Licensed Software) solely for Your own internal business operations. Further, You may not disclose results of any Program benchmark tests without Oracle's prior consent. You agree that no data, information, program and/or materials resulting from Programs or services (or direct products thereof) will be exported, directly or indirectly, in violation of applicable export control laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Accordingly, You confirm: You will not download, provide, make available or otherwise export or re-export the Programs, directly or indirectly, to countries prohibited by applicable laws and regulations nor to citizens, nationals or residents of those countries. You are not listed on the United States Department of Treasury lists of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are You listed on the United States Department of Commerce

Additional License Authorizations

For Lifecycle and Portfolio Management software products (additional)

Table of Denial Orders. You will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above mentioned lists. You will not use the Programs for, and will not allow the Programs to be used for, any purposes prohibited by applicable law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. The Programs' installation and/or auto-update processes, if any, may transmit a limited amount of data to Oracle or its service provider about those processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. Refer to Oracle's Privacy Policy at www.oracle.com/privacy. **THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT WILL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).** Unless Oracle support for the Programs, if any, is expressly included in a separate, current support agreement between You and Oracle, Oracle's technical support organization will not provide technical support, phone support, or updates to You for the Programs. Oracle is a third party beneficiary of this License Agreement with respect only to the Programs. For software that You receive from Oracle in binary form that is licensed under an open source license that gives You the right to receive the source code for that binary, You can obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You can also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

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>. Licensee may not create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "javafx", "sun", "oracle" or similar convention as specified by Oracle in any naming convention designation. The Licensed Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Additional copyright notices and license terms applicable to portions of the Licensed Software may be included in the THIRDPARTYLICENSEREADME.txt file included with the Licensed Software.

opentext.com/about/legal/software-licensing

Latest version of software licensing documents
