Additional License Authorizations

For Lifecycle and Portfolio Management software products



This Additional License Authorizations ("ALA") sets forth the applicable License Options and additional specific software license terms that govern the authorized use of the software products specified below, and are part of the applicable Micro Focus End User License Agreement ("EULA") and/or any separate agreement that grants Licensee a license to such products (i.e., Customer Portfolio Terms or other Master Agreement and/or Quotation) (collectively "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) |
|--|-----------------------------------|------------------------------------|--|
| Agile Manager | Yes | Class 1 | Class 3 |
| Application Lifecycle Management (ALM) | Yes | Class 1 | Class 1 |
| Application Lifecycle Management Octane Developer Add-On | Yes | C lass 1 | Class 1 |
| Application Lifecycle Management Octane Enterprise Edition | Yes | Class 1 | Class 1 |
| Application Lifecycle Management Octane Pro Edition | Yes | Class 1 | Class 1 |
| Project and Portfolio Management | Yes | Class 1 | Class 1 |
| Quality Center Enterprise | Yes | Class 1 | Class 1 |
| Quality Center Express | Yes | Class 1 | Class 1 |

| Suites | E-LTU or E-Media available* | Non-production software class ** | Term License Non-production software class (if available) |
|--|-----------------------------------|----------------------------------|--|
| Project and Portfolio Management Enterprise Suite | Yes | Class 1 | Class 1 |
| Project and Portfolio Management Portfolio Manager Suite | Yes | Class 1 | Class 1 |
| Project and Portfolio Management Project Manager Suite | Yes | Class 1 | Class 1 |
| Project and Portfolio Management Team Member Suite | Yes | Class 1 | Class 1 |

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

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

Definitions

Capitalized terms not otherwise defined in this ALA document are defined in the governing agreement.

| Term | Definition |
|---|--|
| Adapter | Means the test management adapter software developed by you using the ALM synchronizer to enable the test management Micro Focus software to properly interoperate, during run-time, with the Designated Application or Technology. |
| Application Server | Means a computer running software that executes business or application logic that is made available to a web server for process requests. |
| Area | Means 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 Governing Agreement indicates otherwise. |
| Casual Named User | Means a Named User that may occasionally access APIs, create and view requests, update only the requests the user created, view portals, and run/view reports. |
| Concurrent Users | Means the amount of users that simultaneously use the software at any one point in time. |
| Connector | Means an integration element to a certain software, format or function through use of the Micro Focus software product. |
| Designated Application or Technology | Means that certain of your proprietary or third party software application, operating system, middleware or other technology platform, standard, protocol or functionality. |
| Device | 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. |
| E-LTU and E-Media | Means products which are electronically delivered only, and as such any references 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. |
| Foundation | Means a single Instance of the core or primary components of a software application which enable its basic functionality, and without which the additional modules available for the application are unable to operate. Foundation software may be installed on one or multiple servers, depending on the specific architecture required to enable the functioning of the single Instance. |
| Global | Means the right to use the Licensed Software worldwide. |
| High Availability Server <i>or</i> HAS | Means the ability to cluster two (2) or more Application Servers as if they were a single entity to support larger number of users. |
| Instance | Is defined as each implementation of the application installed on a server. |
| Internal Use | Means access and Use of the software for purposes of supporting your internal operations or functions. |
| LTU | Means License To Use. |
| Named User | Means a specific individual authorized by you to access the software regardless of whether they are actively using the software. |
| Occasional User | Means a user who logs into the SaaS Project and Portfolio Management Instance once a week or less. |
| Power Named User | Means a Named User that may access APIs, create and view requests, update requests created by any Demand Management user, review the system portal and run/view reports. |
| Remote Access | Means the act of accessing a computer over the network from an originating location remotely removed from the Site or the location of the Device being accessed or controlled. |
| SaaS | 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). |

| Term | Definition |
|---|---|
| SDK | Means Software Development Kit which is a set of software development tools that allows the creation of applications for a certain software package, software framework, or similar development platform. |
| Seat | Means only one Device is authorized to use the software within the designated Site at a time. |
| Seat User | Means only one Device or user is authorized to use the software at a time. |
| Server | Means any designated computer system in which an Instance or Instances of the software is installed. |
| Site | Means an address (e.g., room number, department number, building number, street address, campus etc.) or a group of addresses specified in the applicable Governing Agreement. |
| Suite | Means two or more software products combined into a single license offering. The specific software products included in a Suite are specified in the software specific license terms below. Software products included in a Suite are governed by the individual authorizations and use restrictions associated with each software product. |
| Term License to Use <i>or</i> Term LTU | 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. |
| Term Support | Means a fixed period support offering that is only valid during the time period of the associated Term LTU. |
| Third Party Location | Means a location leased or owned by the Third Party. |
| Third Party Use | Means as authorized in the Software Specific License Terms, you may permit a Third Party to access and use the software on your behalf for the sole purpose of providing services to you, provided that; (i) If you have a Site License then a Third Party may use the software only at your site; and (ii) for geographically restricted licenses you have purchased the required Area or Global license for use at Third Party's Location; and (iii) you designate the Third Party as your designated personnel for the purpose of receiving Micro Focus support and maintenance services; and (iv) you are responsible and directly liable to Micro Focus 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; and (v) you shall provide written notice to Micro Focus 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 you, you shall promptly instruct the Third Party to remove and return all software in its possession to you and you shall promptly notify Micro Focus of such termination or expiration. |
| Use | Means to install, store, load, execute and display one copy of the software. |

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.

Concurrent User License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on multiple Devices and simultaneously use the Licensed Software at any one point in time provided that the actual usage of the Licensed Software does not exceed the number of licenses purchased.

Site Concurrent User License – Licensed Software under this License Option gives Licensee the right to a Concurrent User License to be used at a Site. Site Concurrent User Licenses cannot be moved to an alternate Site after the original purchase without paying to Licensor a geographic relocation fee. If no Site address is explicitly specified in the Governing Agreement, then the Site address will be the ship to address specified on the Governing Agreement.

- Area Concurrent User License Licensed Software under this License Option gives Licensee the right to a Concurrent User License to be used in an Area. Area Concurrent User Licenses cannot be moved to an alternate Area from where the original order was placed, without paying to Licensor a geographic relocation fee.
- Global Concurrent User License Licensed Software under this License Option gives Licensee the right to a Concurrent
 User License for Global Use.

Named User License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single Device 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 Device. A Named User License is required for each Named User that uses an installation of 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.

- Casual Named User License Licensed Software under this License Option gives Licensee the right to a Named User License for Casual Named User.
- Power Named User License Licensed Software under this License Option gives Licensee the right to a Named User License for Power Named User.

Software Specific License Terms

Software products with software specific license terms are described below. Software products covered by this ALA document (as listed above) and not covered in this section do not have software specific license terms.

Agile Manager

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

The Agile Manager (AGM) license entitles you to the use of the AGM synchronizer with Application Lifecycle Management (ALM) and Quality Center (QC). Use of the AGM synchronizer is limited as follows:

The AGM synchronizer may be used only to synchronize Requirements, Releases and Defects between AGM and ALM. The AGM synchronizer license is limited to one copy per developer solely for the purpose of your own internal use. The AGM synchronizer license is non-transferable, non-sub licensable, nonexclusive and for internal use only.

You shall not: (i) modify or adapt the AGM synchronizer; (ii) copy the AGM 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 AGM synchronizer (iv) use the AGM synchronizer in any way that competes with Micro Focus, Micro Focus software or any extension to the Micro Focus software developed and marketed by Micro Focus; (v) allow any third party to use or have access to the AGM synchronizer; (vi) distribute, rent, lease, lend, transfer or sublicense the AGM synchronizer.

Application Lifecycle Management (ALM)

The following License Options apply: Site Concurrent User License, Area Concurrent User License or Global Concurrent User 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 Concurrent User License.

High Availability Server is include with the Application Lifecycle Management (ALM) license.

Third Party Use at the Third Party Location requires an Area Concurrent User License or a Global Concurrent User License. If the Third Party Location is outside of the Area licensed by you, then you must obtain a Global Concurrent User License. The Application Lifecycle Management (ALM) license entitles you to the use of ALM synchronizer and use of the ALM synchronizer SDK. Use of the ALM synchronizer SDK requires a separate agreement between you and Micro Focus.

As long as you have a current support and maintenance account, the Application Lifecycle Management (ALM) license entitles you to the use of Micro Focus Connect Core, if every Micro Focus Connect Core connection uses a licensed Micro Focus product as one or more synchronization endpoints. The use of Micro Focus Connect Core is subject to the license terms of Micro Focus Connect Core.

Application Lifecycle Management Octane Developer Add-On

The following License Options apply: Named User License.

ALM Octane Developer may only be used on top of ALM Octane Pro Edition and ALM Octane Enterprise Edition.

Application Lifecycle Management Octane Enterprise Edition (ALM Octane Enterprise Edition)

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

Site or Area licenses migrated from Application Lifecycle Management are licensed by either Site Concurrent User License or Area Concurrent User License.

A license for ALM Octane Enterprise Edition entitles you to use ALM Octane synchronizer and connect to Application Lifecycle Management (ALM).

As long as you have a current support and maintenance account, the ALM Octane Enterprise Edition license entitles you to the use of Micro Focus Connect Core, if every Micro Focus Connect Core connection uses a licensed Micro Focus product as one or more synchronization endpoints. The use of Micro Focus Connect Core is subject to the license terms of Micro Focus Connect Core.

Application Lifecycle Management Octane Pro Edition (ALM Octane Pro Edition)

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

Site or Area licenses migrated from Quality Center Enterprise are licensed by either Site Concurrent User License or Area Concurrent User License.

A license for ALM Octane Pro Edition entitles you to use ALM Octane synchronizer and connects to Quality Center Enterprise (QCE).

As long as you have a current support and maintenance account, the ALM Octane Pro Edition license entitles you to the use of Micro Focus Connect Core, if every Micro Focus Connect Core connection uses a licensed Micro Focus product as one or more synchronization endpoints. The use of Micro Focus Connect Core is subject to the license terms of Micro Focus Connect Core.

Project and Portfolio Management

The following License Options apply: Named User License, Casual Named User License, and Power Named User License.

For Project and Portfolio Management Enterprise Suite User (formerly Project and Portfolio Management Enterprise Suite Power User), Concurrent User License Option also applies.

Additional License Authorizations

For Lifecycle and Portfolio Management software products

As long as you have a current support and maintenance account, the Project and Portfolio Management license entitles you to the use of Micro Focus Connect Core, if every Micro Focus Connect Core connection uses a licensed Micro Focus product as one or more synchronization endpoints. The use of Micro Focus Connect Core is subject to the license terms of Micro Focus Connect Core.

Project and Portfolio Management Application Portfolio Management

The following License Options apply: Casual Named User License.

For access to Application Portfolio Management a bundle of 100 Casual Named User Licenses is intended solely to respond to surveys or update specific application detail information and view dashboards containing content specific to this user type.

Project and Portfolio Management Application Portfolio Management

The following License Options apply: Named User License.

The license allows you to add and update information, view application and portfolio level portlets, run reports, perform dynamic graphing analysis, create, submit and review surveys, and create new portlets and dashboard items.

Project and Portfolio Management Demand Management

The following License Options apply: Casual Named User License.

The license allows you to access APIs, submit requests, monitor the status of own requests, and provide user sign-off, including access to Application Portfolio Management to respond surveys or update specific application detail information and view dashboards containing content specific to this user type.

Project and Portfolio Management Demand Management

The following License Options apply: Power Named User License.

The license allows you to access APIs, submit requests, monitor the status of own and others' requests, and provide user sign-off; Participate in the request processes and actively resolve requests – update request information, perform approvals, assign requests, prioritize requests, and move requests through the workflow. Monitor SLA's and act on exceptions, run reports. Includes access to Application Portfolio Management to respond surveys or update specific application detail information and view dashboards containing content specific to this user type.

Quality Center Enterprise

The following License Options apply: Site Concurrent User License, Area Concurrent User License, and Global Concurrent User License.

High Availability Server requires a purchase of an additional separate 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 Concurrent User License.

Third Party Use at the Third Party Location requires an Area Concurrent User License or a Global Concurrent User License. If the Third Party Location is outside of the Area licensed by you, then you must obtain a Global Concurrent User License. The Quality Center Enterprise (QCE) license entitles you to the use of ALM synchronizer and use of the ALM synchronizer SDK. Use of the ALM synchronizer SDK requires a separate agreement between you and Micro Focus.

As long as you have a current support and maintenance account, the Quality Center Enterprise license entitles you to the use of Micro Focus Connect Core, if every Micro Focus Connect Core connection uses a licensed Micro Focus product as one or

more synchronization endpoints. The use of Micro Focus Connect Core is subject to the license terms of Micro Focus Connect Core.

Quality Center Express

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

The Quality Center Express license entitles you to the use of ALM synchronizer and ALM synchronizer SDK. Use of the ALM synchronizer SDK requires a separate agreement between you and Micro Focus.

As long as you have a current support and maintenance account, the Quality Center Express license entitles you to the use of Micro Focus Connect Core, if every Micro Focus Connect Core connection uses a licensed Micro Focus product as one or more synchronization endpoints. The use of Micro Focus Connect Core is subject to the license terms of Micro Focus Connect Core.

Lifecycle and Portfolio Management Suite offerings

| Suite | Offering includes |
|--|--|
| Project and Portfolio Management Enterprise Suite Casual Named User | 1 Project and Portfolio Management Demand Management Casual Named User 1 Project and Portfolio Management Time Management Named User |
| Project and Portfolio Management Enterprise Suite Named User | 1 Project and Portfolio Management Foundation (over 25 users) 1 Project and Portfolio Management User Administration Named User 1 Project and Portfolio Management Configuration Named User 1 Project and Portfolio Management Demand Management Power Named User |
| | 1 Project and Portfolio Management Portfolio Management Named User 1 Project and Portfolio Management Program Management Named User 1 Project and Portfolio Management Project Management Named User |
| Project and Portfolio Management Enterprise Suite Concurrent User | 1 Project and Portfolio Management Foundation (over 25 users) 1 Project and Portfolio Management User Administration Named User 1 Project and Portfolio Management Configuration Named User 1 Project and Portfolio Management Demand Management Power Named User 1 Project and Portfolio Management Portfolio Management Named User 1 Project and Portfolio Management Program Management Named User 1 Project and Portfolio Management Project Management Named User |
| Project and Portfolio Management Portfolio Manager Suite Named User | 1 Project and Portfolio Management Demand Management Power Named User 1 Project and Portfolio Management Portfolio Management Named User 1 Project and Portfolio Management Program Management Named User 1 Project and Portfolio Management Project Management Named User The above listed licenses entitle to use the Financial Management and Resource Management modules |
| Project and Portfolio Management Project Manager Suite Named User | 1 Project and Portfolio Management Demand Management Power Named User 1 Project and Portfolio Management Program Management Named User 1 Project and Portfolio Management Project Management Named User 1 Project and Portfolio Management Time Management Named User The above listed licenses entitle to use the Financial Management and Resource Management modules |
| Project and Portfolio Management Team Member Suite Named User | 1 Project and Portfolio Management Demand Management Casual Named User 1 Project and Portfolio Management Time Management Named User |

Additional License Terms

Term

- A. Software contains software and associated specifications licensed from third parties that are confidential to, and trade secrets of, such parties. You 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. You shall install and use the Licensed Software as authorized in the Governing Agreement only as a complete product and may not use portions of such software on a standalone basis separate from the complete Licensed Software unless expressly authorized in the Governing Agreement or product documentation.
- C. To the extent this restriction is not prohibited under applicable law, you shall not disclose to any third party the results of (i) any performance benchmarks you run on software products themselves, or any portion thereof, or (ii) specific detailed comparisons you make between software products, or any portion thereof, and any of your or third-party product, in each case under (i) and (ii) without the prior written consent of Micro Focus.

software.microfocus.com/legal/software-licensing

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