
Non-Production Licensing Guide

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Summary

This non-production licensing guide (“Non-Production Licensing Guide”) for Micro Focus’ Applications Delivery Management, Application Modernization and Connectivity, CyberRes, Information Management and Governance, IT Operations Management, and Vertica software products (the “Micro Focus Software Products”) documents the process by which Customer may request a license from the applicable Micro Focus entity and its affiliates (“Micro Focus”) to any such Micro Focus Software Product for Non-Production Use (defined below).

Definitions

Any capitalized terms used but not defined in this Non-Production Licensing Guide will have the meanings set forth in the applicable agreement (i.e., Customer Portfolio Terms or other Master Agreement; End User License Agreement and its applicable Additional License Authorization; and/or Quotation) (the “**Applicable Agreement**”) that grants Customer (as identified in that Applicable Agreement) a license to the Micro Focus Software Products.

"Cold Standby System" means a backup system on which Non-Production Licensed Software is installed but where the Non-Production Licensed Software (a) is NOT up and running, and (b) is configured to be operational only in the event that the primary production system breaks down or needs to be taken out of service.

"Hot Standby System" means a backup, redundant system on which Non-Production Licensed Software is installed and that is (a) up, running and receiving real-time data backups, and (b) ready to take over from the primary production system if the production system breaks down or needs to be taken out of service.

"IDOL Raw Data Size" means the uncompressed size of all data, including text and metadata, that is stored in a node table excluding any deleted data that have not been purged.

“Non-Production Development System” means a system on which Non-Production Licensed Software is installed and that is used for developing software product add-on applications for the Non-Production Licensed Software.

“Non-Production Licensed Software” means the Micro Focus Software Product listed in the Applicable Agreement for which Non-Production Licenses are offered pursuant to this Non-Production Licensing Guide.

“Non-Production Test System” means a system on which Non-Production Licensed Software is installed and that is used for migration testing in preparation for transitioning from one version to another of the Non-Production Licensed Software (which may also include testing the migration of data), or (b) pre-production staging of the Non-Production Licensed Software.

“Non-Production Use” means internal use only of Non-Production Licensed Software by Customer and its employees for the benefit of Customer (and not for the benefit of any third party or any affiliate of Customer) on a Non-Production Development System, Non-Production Test System, Hot Standby System, or Cold Standby System.

“Raw Data Size” means the uncompressed data stored in a Vertica database as if such uncompressed data had been exported from the database in text format. All logical database entities (tables) and all derived and aggregate tables are included in the Raw Data Size measurement. All data stored in external tables in the ORC or Parquet format is included in the Raw Data Size. Data stored in Flex Tables will be counted as one tenth the capacity stored in a regular table (e.g., 1TB loaded into Flex Tables will count as 100GBs towards the Raw Data Size). The following are excluded from the Raw Data Size measurement:

- multiple projections (underlying physical copies) of data from a logical database entity (table); i.e., data appearing in multiple projections of the same table is only counted once;
- data stored in temporary tables;
- data stored in flattened tables used for de-normalization purposes;
- deleted data that remains in the database;
- data stored in the Write Optimized Store (WOS);
- data stored in system tables such as monitoring tables, data collector tables, query repository tables, Database Designer work tables, etc.
- views; and
- copies or adaptations for back-up or archival purposes or when copying or adaptation is an essential step in the authorized use of the Vertica software.

Non-production software classes and use restrictions

Micro Focus Software Products are placed in one of four classes, and the specific class where a Micro Focus Software Product is placed is identified in the Additional License Authorizations found at <https://www.microfocus.com/en-us/legal/software-licensing>. This Non-Production Licensing Guide describes the Non-Production Licenses that may be available for each class subject to Customer’s request in accordance with this Non-Production Licensing Guide.

Class 1

Upon request as described in this Non-Production Licensing Guide, Micro Focus offers Non-Production Licenses for Class 1 Micro Focus Software Products that Customer has licensed, provided, however, Customer may only receive up to six (6) Non-Production Licenses at no charge for each Micro Focus Software production license acquired by Customer through an Applicable Agreement. Such six (6) Non-Production Licenses may include up to:

- one (1) Non-Production License for use on a single Hot Standby System;
- one (1) Non-Production License for use on a single Cold Standby System;

- one (1) Non-Production License for use on a single Non-Production Development System; and
- Non-Production Licenses for use on up to three (3) Non-Production Test Systems.

Notwithstanding the foregoing, Non-Production Licenses for Micro Focus Software Products that Customer has licensed on a term or subscription basis are only valid during the term of the corresponding Micro Focus Software Product that Customer has licensed on a term or subscription basis. Customer must un-install any associated Micro Focus Software Products if the original term or subscription license lapses or is not renewed.

Class 2

Upon request as described in this Non-Production Licensing Guide, Micro Focus offers Non-Production Licenses at current list prices for Class 2 Micro Focus Software Products that Customer has licensed. Micro Focus may assign separate product numbers for Non-Production Licenses for certain Class 2 products. Any use restrictions will be located in the Applicable Agreement for the corresponding Class 2 products.

Class 3

Micro Focus does not offer Non-Production Licenses for Class 3 Micro Focus Software Products or for Persistent Systems Limited Radia Client Automation Software (Standard or Enterprise) in Micro Focus Client Automation Center.

Class 4

Subject to the following restrictions, upon request as described in this Non-Production Licensing Guide, Micro Focus offers Non-Production Licenses at no charge for Class 4 Micro Focus Software Products that Customer has licensed through an Applicable Agreement:

- Non-Production Licenses may be used on either a single Hot Standby System or a single Cold Standby System, or both concurrently provided, however Customer may only receive one (1) Non-Production License for use on a single Hot Standby System, and one (1) Non-Production License for use on a single Cold Standby System for each Micro Focus Software Product licensed by Customer;
- Customers may receive and use one (1) Non-Production License on a single Hot Standby System for each Vertica Micro Focus Software Product that customer has licensed and data in the Hot Standby System must be a replica of the primary database;
- Customer may receive an unlimited amount of Non-Production Licenses for use on a Non-Production Development System or Non-Production Test System at no charge for each Micro Focus Software Product licensed by Customer;
- Non-Production Licenses shall not exceed the licensed number or quantity of Concurrent Conversations, Clusters, Connectors, Documents, External Data Size, IDOL Raw Data Size, Ingestion Channel, Nodes, or Raw Data Size for the purchased Micro Focus Software Product but will not count against the quantitative calculation applicable for such Micro Focus Software Product; and
- Non-Production Licenses cannot be used to improve the performance or size of Customer's production environment.

Notwithstanding the foregoing, Non-Production Licenses for Micro Focus Software Products that Customer has licensed on a term or subscription basis are only valid during the term of the corresponding Micro Focus Software Product that Customer has licensed on a term or subscription basis. Customer must un-install any associated Micro Focus Software Products if the original term or subscription license lapses or is not renewed.

Process for requesting Non-Production Licenses

Class 1 and Class 4

Customer can only request Non-Production Licenses for Micro Focus Software Products licensed to Customer that are on active support contracts where all fees due have been paid and Customer is not in breach of the Applicable Agreement or support contract. Log into the Software Entitlement Portal at <https://www.microfocus.com/support-and-services/support-login/> and select the Entitlements tab. The Non-Production Licenses are available on the Non-Production tab. Select the Environment Type and, subject to the restrictions in this Non-Production Licensing Guide, activate any allowable Non-Production Licenses. Please be prepared to provide the original Micro Focus order number or Applicable Agreement used for production licenses and products/quantities for the Non-Production Licenses request. If you obtained licenses from a Micro Focus company and do not have Micro Focus order numbers, you should submit a support case for a Non-Production Licenses request through <https://www.microfocus.com/support-and-services/support-login/>.

Class 2

Customer can order Non-Production Licenses for Class 2 Micro Focus Software Products in the same manner that it orders a production license for such products.

Support for Non-Production Licensed Software

Micro Focus offers support for Class 1 and Class 4 product Non-Production licenses, at no additional charge, to Customers having a valid support contract with Micro Focus covering the Production license configurations of those products. Support for Class 2 product Non-Production licenses requires a paid support contract for these licenses.

Frequently Asked Questions

Q: Is support free for Class 1 and Class 4 Non-Production licenses?

A: No, in order to receive support, Customer must first purchase support on the production license configuration of the same Micro Focus Software Product.

Q: Is support free for Class 2 Non-Production Licenses?

A: No, Customer must acquire support separately for the Non-Production Licenses for Class 2 Micro Focus Software Products.

Q: Can a customer request a Non-Production License without purchasing a production license?

A: No, Non-Production Licenses are only provided when Customer has purchased production licenses of the same Micro Focus Software Product.

Q: Can a customer use a Non-Production License to test, develop, or otherwise support or manage third party software?

A: No, Non-Production Licenses can only be used to test, develop, support or manage the licensed Micro Focus Software Product, and cannot be used to support other Micro Focus Software Products or third party software products.

software.microfocus.com/legal/software-licensing

Latest version of software licensing documents