Additional License Authorizations

For Legacy COBOL and Enterprise software products



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.

Products and Suites covered

Products	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Application Analyzer	Yes	Class 2	Class 2
Application Architect	Yes	Class 2	Class 2
Application Server (all variants)	Yes	Class 2	Class 2
Appmaster Builder (all variants)	Yes	Class 2	Class 2
APS	Yes	Class 2	Class 2
COBOL Workbench	Yes	Class 2	Class 2
Data Express (all variants)	Yes	Class 2	Class 2
Data Masking Module	Yes	Class 2	Class 2
Dialog System	Yes	Class 2	Class 2
kbAIM Code for zSeries	Yes	Class 2	Class 2
Mainframe Access Suite (all variants)	Yes	Class 2	Class 2
Mainframe Express Enterprise Edition (all variants)	Yes	Class 2	Class 2
Mainframe Express (all variants)	Yes	Class 2	Class 2
Mainframe Manager	Yes	Class 2	Class 2
Migrationware (all variants)	Yes	Class 2	Class 2
Modernization Workbench Desktop Edition	Yes	Class 2	Class 2
Modernization Workbench Server	Yes	Class 2	Class 2
Net Express (all variants)	Yes	Class 2	Class 2
Object COBOL Developer Suite (OCDS)	Yes	Class 2	Class 2
Object COBOL	Yes	Class 2	Class 2
Open PL/I (all variants)	Yes	Class 2	Class 2
Open PL/I Runtime	Yes	Class 2	Class 2
reUZE Developer	Yes	Class 2	Class 2
reUZE Server	Yes	Class 2	Class 2
Revolve (all variants)	Yes	Class 2	Class 2
Server Enterprise Edition (all variants)	Yes	Class 2	Class 2
Server Express (all variants)	Yes	Class 2	Class 2
Server for .NET	Yes	Class 2	Class 2
Server for COBOL (all variants)	Yes	Class 2	Class 2
Server for Mainframe Migration (all variants)	Yes	Class 2	Class 2
Server for SOA (all variants)	Yes	Class 2	Class 2

Products	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Studio for Mainframe Migration	Yes	Class 2	Class 2
XDB Maintain (all variants)	Yes	Class 2	Class 2
XDBC (all variants)	Yes	Class 2	Class 2

Suites	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Studio Enterprise Edition (all variants)	Yes	Class 2	Class 2
Studio for COBOL Developers	Yes	Class 2	Class 2
Studio for ISVs	Yes	Class 2	Class 2

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

Definitions

Term	Definition
Authorized User	Means a single user that has been authorized by Licensee to use the Licensed Software or any device or other software program that may access the Licensed Software, either directly or indirectly through any other software program, regardless of how such access occurs or if such individual 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.
Batch Processing	Means the execution of one or more tasks, transactions or programs by a computer system without the continuous interaction of the end user with the Licensed Software for the entire period during which each such task, transaction or program is being executed by the system. Batch processing includes situations where a queue of jobs is processed as resources become available and is in contrast to transaction or interactive processing.
Concurrent 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.
Core	Means a physical (not virtual) subunit within a CPU on a single chip that handles the main computational activities of a computer. A CPU may have one or more Cores and therefore be a "Multicore CPU" if it has more than one Core.
CPU or Central Processing Unit	Means a data processing unit, normally identified with a single microchip mounted on a single circuit board and can comprise several Cores.
E-LTU <i>and</i> 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.

^{**} 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.

Term	Definition
Hard Partitioning	Means using hard physical partitioning to physically segment a single larger server or machine into separate and distinct smaller systems where each separate system acts as a physically independent, self-contained server or machine with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network resources (each known as a "Hard Partition"). Examples of Hard Partitioning methods include: Dynamic System Domains (DSD) enabled by Dynamic Reconfiguration (DR), Solaris Zones (also known as Solaris Containers, capped Zones/Containers only), LPAR (adds DLPAR with AIX 5.2), Micro-Partitions (capped partitions only), vPar, nPar, Integrity Virtual Machine (capped partitions only), Secure Resource Partitions (capped partitions only), and Fujitsu's PPAR.
Named User	Means a single user that has been authorized by Licensee to use 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.
Soft Partitioning	Means using an operating system resource manager to segment and limit the number of Cores, CPUs, or other processing devices utilized by the Licensed Software by creating areas where processor resources are allocated and limited within the same operating system (each such area known as a "Soft Partition"). Examples of such Soft Partitioning include: Solaris 9 Resource Containers, AIX Workload Manager, HP Process Resource Manager, Affinity Management, Oracle VM, and VMware.
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.

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

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical machine or server 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 machine or server. A Named User License is required for each Named User that uses an installation of the Licensed Software. For example, if Named User A and Named User B both use the same two separate installations of the Licensed Software, a total of four Named User Licenses would be required for such use. Licensor reserves the right at any time to require Licensee to provide a list of the Named Users. 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. Licensee may not use the Licensed Software for user acceptance testing, system/load testing, production or deployment. For purposes of this ALA, a Named User License is considered to be a Development License.

Concurrent User License

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on multiple physical host machines or servers for use solely by the maximum number of Concurrent Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. Licensee may not use the Licensed Software for user acceptance testing, system/load testing, production or deployment. For purposes of this ALA, a Concurrent User License is considered to be a Development License.

User License (Authorized Users)

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on an unlimited number of physical servers for use by up to the total number of Authorized Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. The Licensed Software may not be used or accessed by (i) individuals who are not Authorized Users; or (ii) any other software or hardware device that does not require an individual to use or access it, including, without limitation, Batch Processing. Licensor reserves the right at any time to require Licensee to provide a list of the Authorized Users. Licensee may change an Authorized 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 Authorized User is absent, but in no event more than once every 30 days. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a User License (Authorized Users) is considered to be a Deployment License.

Server License (Concurrent Users), Concurrent (Standard), Concurrent (Transaction/Batch)

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical machine or server for use by the maximum number of Concurrent Users expressly authorized by Licensor in the Product Order for such license for whom Licensee has paid the applicable license fee. The Licensed Software may not be used or accessed by any other software or hardware device that does not require an individual to use or access it including, without limitation, Batch Processing. A license cannot be split into multiple licenses of lesser quantity (e.g., a license for 10 Concurrent Users cannot be split into two licenses of five Concurrent Users each) without Licensor's prior written consent and possible provision of different license keys. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, this license option is considered to be a Deployment License.

Server License (per core) or Server License (per IFL)

Licensed Software provided under this License Option gives Licensee the right to install the Licensed Software on a single physical machine or server ("Host Server") and have the Licensed Software executed by up to the total number of (i) Cores in the case of a Server License (per core), or (ii) Integrated Facility for Linux processors ("IFLs") in the case of a Server License (per IFL), specified for the license in the applicable Product Order ("License Specification"). If the number of Cores is not specified for a CPU in the event a CPU is specified in the License Specification, such CPU shall be considered to be single-Core. A license covering all physical Cores or IFLs, as applicable, that are contained in and/or can be accessed by the Host Server ("Total Processors") is required with all applicable license fees paid, even if one or more of such Cores or IFLs are not accessing or running the Licensed Software for any reason. For example, if 32 Cores are the Total Processors on the Host Server, but only 16 Cores are utilized to execute the Licensed Software, a 32-Core license is required notwithstanding the fact that 16 of the 32 Cores may not actually be accessing the Licensed Software. Each Core on a multi-core CPU requires a license covering each such Core. For example a Host Server with Total Processors consisting of a single quad-core CPU will require a 4-Core license.

Licensed Software provided under this License Option is for use by an unlimited number of Licensee's internal users, other software devices and hardware devices. Server License (per core) and Server License (per IFL) are the only license types authorized for any Batch Processing. Licensor reserves the right at any time to require Licensee to provide a specification of the Host Server. Licensee is required to purchase a license for the Total Processors on each Host Server that accesses or uses the Licensed Software either directly or indirectly through any other software program, regardless of how such access occurs, or if the Host Server, CPU or operator uses any hardware or software that reduces the apparent number of Cores, IFLs, or other processing devices that are using the Licensed Software, such as by using a terminal service. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a Server License (per core) and Server License (per IFL) are considered to be Deployment Licenses.

Terabytes License

Licensed Software provided under this option gives Licensee the right to utilize the Licensed Software with the volume of data (the number of terabytes) identified in the Product Order for each of the applicable modules or extensions licensed with the Licensed Software. Volume of data is measured as the original volume of Licensee's production data to be

processed utilizing the Licensed Software before any data reduction process by the Licensed Software or otherwise has been applied. The same data source (defined as a database table or a file) and data may be processed multiple times without counting it more than once towards the total volume of data processed by the Licensed Software, however any additional data and/or data sources (that is, new or increased amounts to the original data source) are counted cumulatively towards such total volume of data number.

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:

Test License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely for Licensee's internal testing purposes on a single computer subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. At no time may Licensee use the Licensed Software for development, commercial, or production purposes, nor may Licensee reproduce or distribute the Licensed Software or any software application programs created with it. Licensee's results of benchmark or other performance tests run on or using the Licensed Software may not be disclosed to any third party without Licensor's prior written consent.

Disaster Recovery License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Disaster Recovery System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. A Disaster Recovery System is a single machine on which the Licensed Software is installed but is not instantiated, running, or otherwise in use except: (i) if a disaster arises and the single machine for which the Disaster Recovery System is configured to recover or replace (known as the "Primary Machine" in this clause) is unavailable, (ii) for the purposes of periodic disaster recovery testing, and/or (iii) for periodic system diagnostics or maintenance of the Disaster Recovery System itself. A Disaster Recovery License cannot be used: (a) concurrently with any other license for the Licensed Software or in any production, test, or development environments except while the Primary Machine is being recovered or replaced in a disaster recovery situation, or (b) for load-balancing, failover, testing (other than disaster recovery testing), clustering, or training purposes. Additional copies for use in production, test, and/or development environments, or for load-balancing, failover, clustering, or training purposes, must be purchased separately. The license quantity and metric of any Disaster Recovery License installed may not be less than the license quantity and metric of the standard license for the Licensed Software on the Primary Machine.

Failover License

Licensed Software provided under this License Option gives Licensee a limited license to use the Licensed Software solely on a Failover System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. A Failover System is a single machine on which the Licensed Software is installed and running, but only used to prepare for the recovery or replacement of the single machine for which the Failover System is configured to recover or replace (known as the "Primary Machine" in this clause), up to and including real-time data backups, mirroring, or any other activity to allow a synchronized switch-over from the Primary Machine. Licensee may not use the Failover License for any other purpose such as production, testing (other than failover testing), development, or training except during a disaster where the Primary Machine is unavailable. Licensee may not use the Licensed Software for load-balancing or clustering; a separate license for each of those use cases is required to be purchased by Licensee. The license quantity and metric of any Failover License installed may not be less than the license quantity and metric of the standard license for the Licensed Software on the Primary Machine.

Batch License

Where any Licensed Software is designated as a Batch License or "Batch-Only" in the applicable Product Order using such description or similar terminology, such Licensed Software may only be used to perform batch processing on a single computer subject to the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server

License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail.

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

Application Analyzer

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

Application Architect

The following License Options apply: Named User License.

Application Server (all variants)

The following License Options apply: Named User License, User License (Authorized Users), Server License (Concurrent Users), Concurrent (Standard), Concurrent (Transaction/Batch), Server License (per Core).

With any valid and properly granted license to this Licensed Software, Licensee may reproduce and distribute internally, in whole or in part, subject to the applicable License Option as set forth in this ALA and the applicable Product Order, any software application program created by Licensee using the corresponding development program (if separately licensed to Licensee by Licenseor) ("Licensee Application Software"). In such event Licensee shall (a) include Licensor's copyright notice for the Licensed Software on any product label and as a part of any sign-on message for such Licensee Application Software product; and (b) indemnify, hold harmless and defend Licensor and its third-party suppliers from and against any claims or lawsuits, including attorneys' fees, legal fees and court costs that arise out of, or result from, the use or distribution of such Licensee Application Software.

Licensee can only reproduce and distribute Licensee Application Software to third parties after entering into a separate distribution agreement with Licensor. Usage and distribution of the Licensee Application Software arises both by the explicit distribution of any Licensee Application Software and by the implicit distribution and usage of any of the Licensee Application Software's functionality when linked into another software application program. Access and/or use of data, results and/or output obtained and/or generated, either directly or indirectly, and in any format whatsoever, through the use of any Licensed Software (such as when a user accesses an application that calls or uses output from another application running the Licensed Software, whether or not on the same machine or server) are deemed to be access and/or use of such Licensed Software. Licensor offers specific production licensing options for distribution to third parties which vary depending upon the license fees paid by Licensee and Licensee should contact its Licensor sales representative for more details.

Appmaster Builder

The following License Options apply: Named User License.

APS

The following License Options apply: Named User License.

COBOL Workbench

The following License Options apply: Named User License.

Data Express (all variants)

The following License Options apply: Terabytes License.

With any valid license of Data Express, Licensee may utilize both the Data Subset Extraction and the Data Masking modules, however, Licensee may only use other modules that are expressly listed in the relevant Product Order and for which Licensee has paid the separate relevant license fee. Data Express Extensions are not included in a license for Data Express for z/OS. Data Express ODBC Extensions are licensed by Terabytes similar to a license for Data Express for z/OS except that a separate license for the Data Express ODBC Extension must be purchased for each data store and platform utilized by the Data Express ODBC Extension. Data Express Oracle Extensions are licensed by Terabytes similar to a license for Data Express for z/OS except that a separate license for the Data Express Oracle Extension must be purchased for each platform utilized by the Data Express Oracle Extension.

Data Masking Module

The following License Options apply: Terabytes License.

Dialog System

The following License Options apply: Named User License.

kbAIM Code for zSeries

The following License Options apply: Named User License.

Mainframe Access Suite (all variants)

The following License Options apply: Named User License.

Mainframe Express (all variants), Mainframe Express Enterprise Edition (all variants)

The following License Options apply: Named User License, Server License (per core).

The Licensed Software may only be used for development purposes. Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product. Licensee may not use the Licensed Software for production purposes nor utilize or access any of the Mainframe Access portions of the Licensed Software from any product licensed separately, unless the Licensor product, Mainframe Access, has also been separately licensed from Licensor, in which case, the Mainframe Access product included as part of the Licensed Software may be installed on the number of host (mainframe) machines needed to support the licensed named users of the Licensed Software.

Where Mainframe Express® Enterprise Edition is the Licensed Software, the Licensed Software will contain Component Generator. In order to use the components created using Component Generator, Licensee must purchase the requisite license from Licensor and pay Licensor's required additional license fee. Upon payment of such license fee, Licensor grants Licensee a personal, non-exclusive, non-transferable license to use the components according to the type of license granted. Licensor has and will retain all ownership rights to any application source code generated by a template, wizard or similar

functionality, ("Generated Source Code") supplied as part of the Component Generator including without limitation all patent rights, copyrights, trademarks, trade secrets, service marks, related goodwill, and confidential and proprietary information relating thereto. For the avoidance of doubt, Generated Source Code does not include Application Server Files. Licensee shall have and retain all ownership rights to Licensee's implementation of the Generated Source Code, provided that nothing in this clause shall be construed as in any way granting Licensee any right to limit or prevent: (i) Licensor from licensing any of its existing or future Licensed Software or providing any of its existing or future services to third parties; or (ii) Licensor or any other users of the Component Generator from generating and using identical or similar implementations of Generated Source Code. Licensor grants Licensee a perpetual, transferable, non-exclusive, royalty-free right to reproduce and distribute the Generated Source Code in object code form together with any implementation Licensee make thereto as a part of Licensee's application of the Licensed Software product created using the Component Generator and that such Licensee application of the Licensed Software product adds significant and primary functionality to the Generated Source Code.

Licensee may use the Micro Focus License Server that accompanies the Licensed Software to generate request or access codes for Licensee's use of the Licensed Software. Licensee may not use the Micro Focus License Server to generate multiple-user request of access codes for the Licensed Software unless Licensee has paid the appropriate license fees for each named user accessing the Licensed Software. Even when using a License Server, each unique license key may still only be installed on one unique machine.

Mainframe Manager

The following License Options apply: Named User License.

Migrationware (all variants)

The following License Options apply: Named User License.

Modernization Workbench Desktop Edition

The following License Options apply: Named User License.

Modernization Workbench Server

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

Only one repository on one server is permitted per license although multiple installations of the server software can be performed on multiple machines to support the loading of sources into such single repository. Notwithstanding the foregoing, the number of workstation clients or users accessing the Licensed Software shall not exceed the number of Named Users or Concurrent Users specified in the applicable Product Order.

Net Express (all variants)

The following License Options apply: Named User License.

Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product.

This Licensed Software may include or generate limited licenses for Application Server or other application deployment product. If such licenses are included or generated, these limited licenses are provided solely for use by the licensed user(s) of the Licensed Software in order to unit test an application developed with the Licensed Software on the same machine or server used to develop the application and may not be used for system testing, production or deployment. Any use of this limited license outside of the development and unit testing of such applications is not permitted.

Licensee may use the Micro Focus License Server that accompanies this Licensed Software to generate request or access codes for Licensee's use of the Licensed Software. Licensee may not use the Micro Focus License Server to generate multiple-user request of access codes for the Licensed Software unless Licensee has paid the appropriate license fees for each authorized user accessing the Licensed Software. Even when using a License Server, each unique license key may still only be installed on one unique machine.

Object COBOL Developer Suite (OCDS)

The following License Options apply: Named User License.

Object COBOL

The following License Options apply: Named User License.

Open PL/I (all variants)

The following License Options apply: Named User License, Server License (per core).

Open PL/I Runtime

The following License Options apply: User License (Authorized Users), Server License (per core).

reUZE Developer

The following License Options apply: Named User License.

reUZE Server

The following License Options apply: Server License (per core).

This Licensed Software is expressly limited for use where Licensee's entire mainframe estate (the "Licensee Mainframe System") does not exceed a collective performance speed of 50 MIPS (million instructions per second). The Licensee Mainframe System shall include all mainframe systems owned, leased and/or operated (either by Licensee or a third party) by, or for the benefit of, Licensee (including but not limited to the system environment which the applicable application is being migrated from). The collective performance speed benchmark test shall be a collective measurement of the total possible performance of all such mainframe system(s). In the event that the Licensee Mainframe System exceeds a collective performance speed greater than 50 MIPS, Licensee shall not be permitted to utilize the re UZE software product and must contact Licensor for proper licensing of its computer system(s).

This Licensed Software is expressly limited for use by Licensee solely with a specific application(s). Such application(s) shall be designated in writing in the applicable Product Order.

Revolve (all variants)

The following License Options apply: Named User License.

Server Express (all variants)

The following License Options apply: Named User License.

Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product.

This Licensed Software may include or generate limited licenses for Application Server or other application deployment product. If such licenses are included or generated, these limited licenses are provided solely for use by the licensed user(s) of the Licensed Software in order to unit test an application developed with the Licensed Software on the same machine or server used to develop the application and may not be used for system testing, production or deployment. Any use of this limited license outside of the development and unit testing of such applications is not permitted.

Server Enterprise Edition (all variants), Server for .NET, Server for COBOL (all variants), Server for Mainframe Migration (all variants), Server for SOA (all variants)

The following License Options apply: Named User License, User License (Authorized Users), Server License (Concurrent Users), Concurrent (Standard), Concurrent (Transaction/Batch), Server License (per Core), Server License (per IFL).

With any valid and properly granted license to this Licensed Software, Licensee may reproduce and distribute internally, in whole or in part, subject to the applicable License Option as set forth in this ALA and the applicable Product Order, any software application program created by Licensee using the corresponding development program (if separately licensed to Licensee by Licenser) ("Licensee Application Software"). In such event Licensee shall (a) include Licensor's copyright notice for the Licensed Software on any product label and as a part of any sign-on message for such Licensee Application Software product; and (b) indemnify, hold harmless and defend Licensor and its third-party suppliers from and against any claims or lawsuits, including attorneys' fees, legal fees and court costs that arise out of, or result from, the use or distribution of such Licensee Application Software.

Licensee can only reproduce and distribute Licensee Application Software to third parties after entering into a separate distribution agreement with Licensor. Usage and distribution of the Licensee Application Software arises both by the explicit distribution of any Licensee Application Software and by the implicit distribution and usage of any of the Licensee Application Software's functionality when linked into another software application program. Access and/or use of data, results and/or output obtained and/or generated, either directly or indirectly, and in any format whatsoever, through the use of any Licensed Software (such as when a user accesses an application that calls or uses output from another application running the Licensed Software, whether or not on the same machine or server) are deemed to be access and/or use of such Licensed Software. Licensor offers specific production licensing options for distribution to third parties which vary depending upon the license fees paid by Licensee and Licensee should contact its Licensor sales representative for more details.

Studio Enterprise Edition (all variants), Studio for COBOL Developers, Studio for ISVs, Studio for Mainframe Migration (all variants)

The following License Options apply: Named User License.

Licensee shall not use the Licensed Software, nor reproduce or distribute any files supplied as part of the Licensed Software, in order to create a compiler, interpreter, runtime support product or any other product that is generally competitive with or a substitute for the Licensed Software or any other Licensor product.

This Licensed Software may include or generate limited licenses for Server Enterprise Edition, Server for COBOL, or other application deployment product. If such licenses are included or generated, these limited licenses are provided solely for use by the licensed user(s) of the Licensed Software in order to unit test an application developed with the Licensed Software on the same machine or server used to develop the application and may not be used for system testing, production or deployment. Any use of this limited license outside of the development and unit testing of such applications is not permitted.

Licensee may use the Micro Focus License Server that accompanies this Licensed Software to generate request or access codes for Licensee's use of the Licensed Software. Licensee may not use the Micro Focus License Server to generate multiple-user request of access codes for the Licensed Software unless Licensee has paid the appropriate license fees for each authorized user accessing the Licensed Software. Even when using a License Server, each unique license key may still only be installed on one unique machine.

Where Micro Focus Studio for COBOL Developers is the Licensed Software, Licensee may utilize the Licensed Software on both the Windows Platform and one UNIX or Linux Platform, which will be designated on the Product Order. Use of the Licensed Software on a different UNIX or Linux Platform than originally licensed or on more than one UNIX or Linux Platform will require additional licenses and the payment of applicable license fees. Licensee may install the Licensed Software on more than one machine or Host Server, so long as the Licensed Software is only used by the same named user on each machine or Host Server.

Where Micro Focus Studio for ISVs is the Licensed Software, Licensee may install the Licensed Software on more than one machine or Host Server, so long as the Licensed Software is only used by the same named user on each machine or Host Server.

XDB Maintain (all variants)

The following License Options apply: Named User License.

XDBC (all variants)

The following License Options apply: User License (Authorized Users), Server License (Authorized Users), Server License (per core).

Suites

Suite	Offering includes
Studio Enterprise Edition	■ Net Express
	■ Server Express
	 Server Enterprise Edition Windows
	 Server Enterprise Edition UNIX
Studio for COBOL Developers	■ Net Express
	■ Server Express
	 Server for COBOL Windows
	■ Server for COBOL UNIX
Studio for ISVs	■ Net Express
	 Server Express
	 Server for COBOL Windows
	Server for COBOL UNIX

Additional License Terms

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

Additional License Restrictions

Licensee shall not:

1. Permit use or access by any third party to any output directly or indirectly created by the Licensed Software without first paying Licensor any applicable additional fees required by Licensor and entering into a separate distribution license agreement with Licensor. For the avoidance of doubt, third party(ies) include without limitation contractors, outsourcers, Licensee's customers and the public.

- 2. 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.
- 3. Install, use, or access the Licensed Software on, in, or from a Hard Partition, Soft Partition, or Virtual Machine, except where Licensee is otherwise expressly authorized in each instance by Licensor in the applicable Product Order or otherwise in writing separate from this ALA (the "Authorization") which in each event will be subject to Licensee's payment to Licensor of additional applicable fees required by Licensor and, if requested by Licensor, Licensee's written confirmation to Licensor of Licensee's planned installation environment signed by a director or officer of Licensee (accompanied by all information as Licensor reasonably requires to verify). Except as otherwise specified in the Authorization, where authorized in accordance with the foregoing and to the extent applicable to the subject license: (i) such Hard Partition, Soft Partition, or Virtual Machine, may only be tied to one physical machine and shall be considered the entire machine for licensing purposes; and (ii) Licensee shall provide to Licensor, at such times as Licensor may reasonably request, confirmation that Licensee's computer systems comply with the applicable Authorization and the requirements of this ALA. Such confirmation shall be signed by a director or officer of Licensee and shall be accompanied by all information as Licensor reasonably requires to verify that Licensee is utilizing the Licensed Software in compliance with the terms and conditions of this ALA and the Applicable Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Licensor's audit rights under the Applicable Agreement.
- 4. Utilize any software application and/or program created, in whole or in part, with any Development License without first purchasing a valid and properly granted Deployment License.
- 5. Install, access or use the Licensed Software on a Platform other than the Platform for which the Licensed Software was originally licensed to Licensee. Additional licenses for use of the Licensed Software on a Platform other than the one set forth in the applicable Product Order may be available upon payment of an additional license fee.

All-or-None Support and Maintenance

Where Licensee purchases support and/or maintenance for the Licensed Software, Licensee hereby agrees that it shall purchase such support and/or maintenance services for all of Licensee's licensed units of such Licensed Software including all related Development Licenses and Deployment Licenses.

Academic Editions/Users

Where Licensed Software is licensed under the Micro Focus COBOL Academic Program:

- (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; and
- (iii) 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.

For Legacy COBOL & Enterprise software products

Personal Editions

With respect to any Personal Edition versions of the Licensed Software:

- (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: (a) use the Licensed Software to compile source code for applications of more than two thousand, two hundred (2200) lines of procedural code (exclusive of lines containing comments and/or blanks) in any one (1) application or (b) deploy or transfer such application on or to any other machine or third party; or (b) with respect to Enterprise Developer, use the Licensed Software for any purpose other than to input, edit and syntax check code for personal educational use.
- (iii) Licensee shall not copy the Licensed Software, nor shall Licensee distribute, transfer or assign the Licensed Software without specific permission from Licensor.

Java

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.

software.microfocus.com/about/software-licensing

Latest version of software licensing documents

