



Pegasie Technologies End User License Agreement – Enterprise Version

## For ALM CIA (Change Impact Analysis) products suite

### Products covered

**ALM CIAG Licenses**

**ALM CIA Test Case Generator Licenses**

### ALM CIA Suite

ALM CIA suite of products is licensed by either Site Concurrent User, Area Concurrent User or Global Concurrent User. Remote Access is permitted where users are regularly employed at the Site or Area. Remote Access by users located outside of the Area requires a Global license. Third Party access and use at the Third Party Location is permitted in accordance with the Third Party Use. Third Party Use at the Third Party Location requires an Area or a Global license. If the Third Party Location is outside of the Area licensed by you, then you must obtain a Global license. Pegasie is not liable for consequences or any damages resulting from Use of the software to perform functions for which it was not originally licensed.

### Software License Terms

Software products with software specific license terms are described below.

1. 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.
2. You shall install and use the software as authorized in the applicable agreement only as a complete product and may not use portions of such software on a standalone basis separate from the complete software unless expressly authorized in the Supporting Material, specifications or an applicable agreement.
3. 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 prior written consent of Pegasie.
4. **Applicability.** This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Pegasie Technologies Inc ("Pegasie"). By downloading, copying, or using the software you agree to this Agreement.
5. **Terms.** This Agreement includes supporting material accompanying the software or referenced by Pegasie, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open source software licenses and similar content ("Supporting Material"). Additional license authorizations are at:  
<https://pegasie.com/maintenance-agreement>
6. **Authorization.** If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.
7. **Consumer Rights.** If you obtained software as a consumer, nothing in this Agreement affects your statutory rights.
8. **Electronic Delivery.** Pegasie may elect to deliver software and related software product or license information by electronic transmission or download.
9. **License Grant.** If you abide by this Agreement, Pegasie grants you a non-exclusive non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only, and is subject to any specific software licensing information that is in the software product or its Supporting Material.
  - a) Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:
  - b) You may not use software to provide services to third parties.

- c) You may not make copies and distribute, resell or sublicense software to third parties.
- d) You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't automatically give you a right to receive such updates and Pegasie reserves the right to make such updates only available to customers with support contracts.
- e) You may not copy software or make it available on a public or external distributed network.
- f) You may not allow access on an intranet unless it is restricted to authorized users.
- g) You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
- h) You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform Pegasie in writing about such modifications.

**10. Remote Monitoring.** Some software may require keys or other technical protection measures and Pegasie may monitor your compliance with the Agreement, remotely or otherwise. If Pegasie makes a license management program for recording and reporting license usage information, you will use such program no later than 180 days from the date it's made available.

**11. Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.

**12. Copyright Notices.** You must reproduce copyright notices on software and documentation for authorized copies.

**13. Operating Systems.** Operating system software may only be used on approved hardware and configurations.

**14. 90-day Limited Warranty for Pegasie Software.**

- a) Pegasie -branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify Pegasie within 90 days of delivery of non-conformance to this warranty, Pegasie will replace your copy. This Agreement states all remedies for warranty claims.
- b) Pegasie does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by Pegasie in Supporting Material. To the extent permitted by law, Pegasie disclaims all other warranties.

**15. Intellectual Property Rights Infringement.** Pegasie will defend and/or settle any claims against you that allege that Pegasie -branded software as supplied under this Agreement infringes the intellectual property rights of a third party. Pegasie will rely on your prompt notification of the claim and cooperation with our defense. Pegasie may modify the software so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to you the amount paid for the affected product in the first year or the depreciated value thereafter. Pegasie is not responsible for claims resulting from any unauthorized use of the software.

**16. Limitation of Liability.** Pegasie's liability to you under this Agreement is limited to the amount actually paid by you to Pegasie for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you nor Pegasie will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

**17. Termination.** This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to Pegasie. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

**18. General.**

- a) **Assignment.** You may not assign this Agreement without prior written consent of Pegasie, payment of transfer fees and compliance with Pegasie's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.
- b) **Canadian & U.S. Governments.** If the software is licensed to you for use in the performance of a Canadian or U.S. Government prime contract or subcontract, you agree that, computer software documentation and technical data for commercial items are licensed under Pegasie's standard commercial license.
- c) **Global Trade Compliance.** You agree to comply with the trade-related laws and regulations of the Canadian & U.S. governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations.
- d) **Audit.** Pegasie may audit you for compliance with the software license terms. Upon reasonable notice, Pegasie may conduct an audit during normal business hours (with the auditor's costs being at Pegasie's expense). If an audit reveals underpayments then you will pay to Pegasie such underpayments. If underpayments discovered exceed five (5) percent, you will reimburse Pegasie for the auditor costs.
- e) **Notices.** Written notices under this Agreement may be provided to [info@pegasie.com](mailto:info@pegasie.com).

- f) Governing Law. This Agreement will be governed by the laws of the province of Quebec in Canada, excluding rules as to choice and conflict of law. You and Pegasie agree that the Canada Convention on Contracts for the International Sale of Goods will not apply.
- g) Force Majeure. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.
- h) Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If Pegasie doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.

## Glossary

<b>TERMS</b>	<b>DEFINITION</b>
<b>Application Server</b>	Means a computer running software that executes business or application logic that is made available to a web server for process requests.
<b>Application Under Test or AUT</b>	Means a software application being tested by software.
<b>Area</b>	Means a license allowing the software to be used in a single region, defined as the Americas (North, Central and South America and Mexico) or EMEA (Europe, Middle East, and Africa) or JAPAC (Japan, Asia, Pacific Rim and Australia), Area cannot be global or multiple regions. Area is determined where the order for the license is placed, unless the applicable Supporting Material indicates otherwise. Area licenses cannot be moved to an alternate Area from where the original order was placed, without paying to Pegasie a geographic relocation fee.
<b>Concurrent Users or CC Users or CCU</b>	Means the software is licensed by the amount of users that simultaneously use the software at any one point in time. The software can be installed on any number of computers, provided that the actual usage of the software does not exceed the number of licenses purchased.
<b>Designated Application or Technology</b>	Means that certain of your proprietary or third party software application, operating system, middleware or other technology platform, standard, protocol or functionality.
<b>Development and Test Systems</b>	Means a non-production system to be used only for a) developing your add-on applications in order to access the licensed software b) migration testing c) pre-production staging or d) version upgrades/ configuration and transition purposes for Pegasie testing products such as ALM CIAG & ALM CIA Test Cases Generator
<b>Device or Dev</b>	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.
<b>E-LTU and E-Media</b>	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.
<b>Fail or Failover</b>	Means a backup operation that automatically switches the functions of a primary system to a standby server if the primary system fails or is temporarily taken out of service.
<b>Global or Gbl</b>	Means the right to use software worldwide.
<b>High Availability Server or HAS</b>	Means the ability to cluster two (2) or more Application Servers as if they were a single entity to support larger number of users.
<b>Instance</b>	Is defined as each implementation of the application installed on a server.
<b>Internal Use</b>	Means access and Use of the software for purposes of supporting your internal operations or functions.
<b>LTU</b>	Means License To Use.
<b>Named User or Nmd User</b>	Means a specific individual authorized by you to access the software regardless of whether they are actively using the software.
<b>Remote Access</b>	Means the act of accessing a computer over the network from an originating location remotely removed from the Site or the location of the computer being accessed or controlled.
<b>Seat User</b>	Means only one Device or user is authorized to use the software at a time.
<b>Site or S</b>	Means a license allowing the software to be used at an address (e.g., room number, department number, building number, street address, campus etc.) or a group of addresses specified in the applicable Supporting Material. Site cannot include multiple addresses or addresses in multiple countries or states. Site licenses cannot be moved to an alternate Site after the original purchase without paying to Pegasie a geographic relocation fee. If no Site address is explicitly specified in the Supporting Material, then the Site address will be the Ship To address specified on the quotation.

<b>Term License Use or Term LTU</b>	to	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.
<b>Term Support</b>		Means a fixed period support offering that is only valid during the time period of the associated Term LTU.
<b>Third Party Location</b>		Means a location leased or owned by the Third Party.
<b>Third Party Use</b>		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 Pegasie's support and maintenance services; and (iv) you are responsible and directly liable to Pegasie 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 Pegasie 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 Pegasie of such termination or expiration.
<b>Use</b>		Means to install, store, load, execute and display one copy of the software.