Non-Production

Licensing IBM Programs in Non-Production Environments

Licensing Guide

Effective: January 2022

Last update: August 2026

IBM

Version History

Version	Updates
January 2022	– Initial version
February 2023	– Updating document links
April 2025	– Checking content and document links
August 2026	– Update based on replacement of Passport Advantage Agreement (PA/PAE) to Client Relationship Agreement (CRA)

Contents

Overview 4

Key Terms 4

Detail 5

FAQs 10

Further Reading 11

Overview

It is a common misunderstanding that non- production use of IBM programs (for example, evaluation, testing, backup and disaster recovery) does not require a license.

There are many forms of non-production use, and while there are circumstances in which no license is required, the general assumption for IBM software is that every installation requires a license unless otherwise specified by the program's License Information document or by an IBM software licensing policy.

This guide will help you understand the licensing implications of various types of non-production use and enable you to remain compliant with your licensing agreements for environments other than Production.

This guide is intended as a general licensing knowledge resource, and it is not intended to provide advice for specific client circumstances. Always consult your IBM representative should you have any questions or concerns about non- production use.

Key Terms

The following terms are used throughout this document and are fundamental to understanding its contents. This is not an exhaustive list, and some concepts may be discussed in other licensing guides or rely on assumed knowledge.

Authorized Use

The specified level at which the licensee is authorized to execute or run the IBM program. That level may be measured by various license metrics depending upon the program, as specific in the Proof of Entitlement and the LI document.

License Information ("LI") document

A document which sets out detailed licensing information about an IBM program. Each document relates to a specific release (version). LI documents are defined in the IPLA, Part 1 (General Terms), clause 1 and in the IPAA, sections 3 and 3.2.

Non-Production Use

Any type of use that does not involve Production workloads. Examples are non-production or "route-to- live" environments such as development, testing, UAT, staging environments, and trial or evaluation copies of IBM programs.

Detail

The various types of non-production use are discussed in detail below, however a summary version for quick reference is presented in the table below:

Type of Non-Productive Use	Time Frame Permitted without License Requirement	License Type	License Required?
Evaluation	Usually 1-3 months. See the LI document for more information	Temporary evaluation license	Yes. But free of charge
Non-Production Environments (also known as "Route-To-Live")	Not applicable	Dependent upon the program. May be no license required, or a specific non-production license may be required. IBM programs specifically designed for non-production use (such as some Rational products) will require a full license. See the LI document for more information.	Yes, unless otherwise stated in the program's LI document
Backup or Disaster Recovery Installations	Limited testing of backup and disaster recovery is permitted without the need for additional licensing	No specific license type designated as 'backup' or 'disaster recovery'. IBM programs specifically designed for backup and disaster recovery purposes (such as Spectrum Protect) require a full license.	Depends upon the configuration. See the 'Backup and Disaster Recovery' guide for more information.
Temporary Additional Use	90 days	Non-production only and only for set of approved scenarios (see detail below)	No

Evaluation

For many software products, IBM grants a limited period to allow you to trial or evaluate a program. The International License Agreement for Evaluation of Programs ("ILAE") is the license agreement which sets out the terms for this evaluation period; although the individual License Information document for the program will specify how long the evaluation period lasts. The terms of the License Information document prevail over the ILAE.

The key terms of the ILAE relating to evaluation use are as follows:

3. License Grant	The purposes for which the program can be downloaded, installed or used are as follows: - Internal evaluation - Testing - Demonstration A reasonable number of copies can be made to support the level of Authorized Use as defined in the LI document. You may also make a backup copy of the program provided this does not execute unless the primary instance cannot execute. The program may not be used in support of a production environment and if it is a Bundled or Supporting program, it may only be used to support the Principal program.
3.2 Term and Termination	Some IBM programs automatically deactivate themselves once the evaluation period has expired. Others do not have this capability and will need to be uninstalled once the period has expired.
4. Charges	During the evaluation period, there is no charge for using the IBM program.
8.1 Verification Process	You are required to create, retain and provide records of your use of evaluation programs sufficient to demonstrate that your use is compliant with the terms of the applicable license agreements and policies (such as the ILAE, LI document, and IBM software policies). IBM also has the right to verify your compliance with the terms, in the same way as for non-evaluation programs.

The ILAE is available here.

Use of production data during the evaluation period

It is important to understand that you are not allowed to do any work in support of a production environment when using an evaluation copy of an IBM program. This includes granting an evaluation copy of an IBM program access to production data. To do so requires a full license.

If you wish to evaluate how an IBM program functions or performs using production data, you should make a copy of this data solely for use with the evaluation copy of an IBM program. The outputs of the evaluated IBM program, or derivative analysis generated, must not be used for production purposes.

The period of the evaluation

For some programs the use authorization and period for evaluation (typically one to three months) are defined in the LI document.

Where a LI does not include terms for evaluation, you may contact your IBM representative or an Authorized IBM Reseller to request a temporary evaluation license. To use a program which requires a license key, you must obtain a temporary evaluation license key to do so. In some cases, it may not be possible to grant a temporary evaluation license; for example, if the program contains third-party code which is governed by terms which prevent IBM from doing this.

After the end of the evaluation period, continued use of the program requires a license, unless your IBM representative or an IBM authorized reseller grants you an extension of the evaluation period on a case-by-case basis. If no extension is granted, or the evaluation period expires, the evaluation program must be uninstalled. You must confirm in writing (for example, by email) that the evaluation program has been uninstalled and all data removed. This written confirmation must be retained for license verification purposes.

Repeat evaluations

You are not permitted to have multiple consecutive evaluation periods for the same IBM program. For example, installing evaluation IBM programs on a machine and then resetting the machine once the evaluation period ends and reinstalling the IBM program is not permitted.

How the evaluation period is explained in the License Information document

If the LI document for an IBM program explicitly discusses evaluation, the beginning of the LI document will look like this:

> **IMPORTANT: READ CAREFULLY**
>
> **Two license agreements are presented below.**
>
> 1. **IBM International License Agreement for Evaluation of Programs**
> 2. **IBM International Program License Agreement**

Two 'LICENSE INFORMATION' sections follow. The first of these relates to the evaluation of the program, the second relates to non-evaluation.

The name of the program may also include "(Evaluation)" at the end, for example:

> **Program Name (Program Number):**
>
> **IBM Cognos Analytics Administrator Cartridge for IBM Cloud Pak for Data 11.1.7.3 (Evaluation)**

In the evaluation License Information, the header 'Evaluation Period' details the term of the period. For example:

> **Evaluation Period**
>
> **The evaluation period begins on the date that Licensee agrees to the terms of this Agreement and ends after 60 days.**

If the evaluation program contains Supporting or Bundled programs, these may also be installed and used solely to support your evaluation of the primary IBM program.

An example of a LI document with evaluation terms is here.

Non-Production Environments

The term "non-production" encompasses all the environments that exist for the development and testing of changes to the IT environment prior to their being approved and rolled out to the production environment. Some organizations may collectively refer to these environments as "route- to-live" environments. Individual environments may have different naming conventions between clients, and you may have some but not all the following non-production environments:

- Development
- Test
- User Acceptance Testing ("UAT")
- Functional Verification Testing ("FV" or "FVT")
- Load and Performance Testing
- Integration Testing
- Staging
- Pre-production

IBM offers several programs with a license option specifically for use in non-production environments. These are typically designated with "for Non-Production Environment" or "Non-Production" in their name and may have a smaller license fee than the versions which can be used in production environments. For example, see the list of documents at the example search results of the LI documents.

The License Information document will explain the limitations applicable to non-production use of the IBM program if applicable. For example:

> **Non-Production Limitation**
>
> **If the Program is designated as "Non-Production", Licensee can only use the Program as part of Licensee's internal development and test environment for internal non-production activities.**

The terms in this section will vary from program to program. For example, another IBM program has the following under this section:

> **Non-Production Limitation**
>
> **If the Program is designated as "Non-Production", the Program can only be deployed as part of the Licensee's internal development and test environment for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Program using published application programming interfaces. Licensee is not authorized to use any part of the Program for any other purposes without acquiring the appropriate production entitlements.**

Note: The example texts above are from recently released LI documents. Older LI documents may have slightly different wording to the above.

Regardless of the terms used, the general rule for IBM programs is that those programs designated for use in non-production environments may NOT be used in production environments or for production use. There are restrictions on the activities that can be undertaken using these copies of IBM programs.

Generally non-production deployments of IBM programs require licenses but, requirements may vary depending on the IBM program and the nature of the non-production use. The License Information document should be consulted to understand the licensing rules applicable to each IBM program.

Using production licenses to license non-production deployments

While IBM offers non-production licenses for various programs, if no non-production version exists then the regular license applicable to production use must be used.

Even if a non-production version of a license exists, you may choose to license your non-production installations using regular licenses. This might be because there is uncertainty as to the boundaries, control and separation between environments.
Regular licenses also provide flexibility to interchange entitlements for production and non- production environment coverage.

Shortfalls identified during Compliance Verification

If a license shortfall is identified in a non- production environment during a compliance verification activity any surplus production licenses will be used to cover as much of the shortfall as possible before you are required to purchase additional licenses.

You may choose whether you cover any shortfall with designated non-production licenses or use regular licenses. In circumstances when S&S is not actively maintained on your full entitlement, covering non-production shortfalls with regular licenses may cause a license reinstatement requirement to arise.

Backup and Disaster Recovery

Prudent operation of IT environments requires our clients to maintain duplicate or backup copies of data and programs so that in the event of disruption to the production environment
the business can continue to operate while the disruption is rectified.

Installations of IBM programs in a backup or disaster recovery scenario may or may not require a license. This depends upon the configuration, for which IBM uses a temperature scale of 'hot', 'warm' and 'cold'.

Generally, hot configurations require a license, and warm or cold configurations do not. However, there are further details to be considered, particularly regarding warm environments. These
are addressed more fully in the dedicated licensing guide available here.

Temporary Additional Use

Sometimes, additional copies of IBM programs need to be run for a limited period. IBM has a Temporary Additional Use policy which covers scenarios such as:

1. Datacenter migrations
2. System-to-system [replacement] migrations
3. Trade-up migrations (where Trade-up offerings subject to PA Trade-up terms are acquired)
4. Program evolution and other program to replacement program migrations
5. Program version to replacement version (same program) migrations

In each of the five scenarios above, you are entitled to deploy additional copies of your IBM distributed programs for 90 days in a non-production environment.

If you are migrating IBM programs from on- premise to public cloud environments, the Temporary Additional Use policy also applies. This is considered either a Datacenter migration or a system-to-system replacement.

Several examples for clarification are explained in the Tips & Tricks Corner

If you are not sure if the policy applies or think that you will need more than 90 days for a migration,
or you will need production use, please contact your IBM representative. Agreement to extend the parallel use beyond 90 days is granted in exceptional circumstances only.

If your temporary additional use exceeds 90 days and you do not have an agreement from IBM to extend your period of additional use, the additional copies of IBM programs require a license.

FAQs

My program is licensed on a user-based license metric. Do I need additional licenses for test or backup-servers?

For programs with the license metric Authorized Users, Floating Users or Concurrent User metric, you can install as many copies of the program as you need so long as all users who have direct or indirect access to these copies are licensed. Be aware that sometimes the metric includes the extension “single install”. In this case every user needs separate licenses for every copy of the program the person has access to.

If my server migration is taking longer than 90 days, what should I do?

Raise this with your IBM representative to discuss options to extend the temporary additional use term or otherwise to address this situation within the license and contract terms.

Which policy covers a load and performance test environment?

If the load and performance test is done as part of a migration without production usage and within 90 days, it would be covered by the Temporary Additional Use Policy. If the load and performance test environment is intended to be used in parallel to the production environment for an extended time (for example, to run load and performance tests before any changes to the production environment) it will require additional licenses.

Further Reading

Base License Agreements
Pages that contain links to the license agreements that underpin the licensing of IBM software.

https://www.ibm.com/terms/?cat=cra

https://www.ibm.com/terms/?cat=pla

International License Agreement for Evaluation of Programs ("ILAE")
The agreement which covers the evaluation of IBM programs.

www.ibm.com/terms?id=Z125-5543

Temporary Additional Use and Backup Policies
A page providing links to the IBM Software Policies, including the Backup Use policies and Temporary Additional Use policy.

https://www.ibm.com/support/customer/csol/terms/?cat=software-policies

© Copyright International Business Machines Corporation 2022

IBM, the IBM logo, and ibm.com are trademarks of International Business Machines Corp., registered in many jurisdictions worldwide. Other product and service names might be trademarks of IBM or other companies. A current list of IBM trademarks is available on the web at “Copyright and trademark information” at ibm.com/legal/copytrade.shtml. This document is current as of the initial date of publication and may be changed by IBM at any time. The most recent version of this document is published at www.ibm.com/about/software-licensing/licensing/guides.

Not all offerings are available in every country in which IBM operates.

IBM Licensing and User Guides provide general guidance to help clients navigate common IBM licensing and compliance topics. The guides’ content is provided for general information purposes only and is not intended as legal advice. IBM reserves the right to review the materials from time to time and to amend them to reflect changes in IBM’s licensing terms.

The guides do not supersede your license agreement with IBM. For the exact terms and conditions which govern the usage of a specific IBM software program, refer to the specific contract terms, License Information Documents and any additional agreements under which the software was obtained.

THE INFORMATION IN THIS DOCUMENT IS PROVIDED “AS IS” WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. IBM products are warranted according to the terms and conditions of the agreements under which they are provided.

Questions and Comments:

If you have questions regarding the content of this licensing guide, or any aspect of IBM’s licensing terms and conditions, please contact us at http://www.ibm.com/about/software-licensing/contact.