



# Additional License Authorizations

For HP ArcSight software products

## Products and suites covered

Products	E-LTU or E-Media available *	Non-Production use category **
HP ArcSight Application Security Monitor	Yes	Class 2
HP ArcSight Connector Appliance	Yes	Class 2
HP ArcSight Connector Appliance Software	Yes	Class 2
HP ArcSight Enterprise Security Manager (ESM)	Yes	Class 2
HP ArcSight ESM Appliance	Yes	Class 2
HP ArcSight ESM Compliance Insight Packages (CIP)	Yes	Class 1
HP ArcSight ESM Console	Yes	Class 1
HP ArcSight ESM Viewer	Yes	Class 2
HP ArcSight ESM Web	Yes	Class 1
HP ArcSight Enterprise System Connector for HP Service Manager	Yes	Class 2
HP ArcSight Enterprise View	Yes	Class 2
HP ArcSight Express	Yes	Class 2
HP ArcSight Flex Connector Kit	Yes	Class 1
HP ArcSight IdentityView	Yes	Class 1
HP ArcSight Interactive Discovery	Yes	Class 1
HP ArcSight Logger Appliance	Yes	Class 2
HP ArcSight Logger Compliance Insight Packages (CIP)	Yes	Class 2
HP ArcSight Logger Software	Yes	Class 2
HP ArcSight Management Center	Yes	Class 2
HP ArcSight Monitored Desktops	Yes	Class 1
HP ArcSight Monitored Devices	Yes	Class 1
HP ArcSight Monitored Vulnerability Assessment Scans	Yes	Class 1
HP ArcSight Network Configuration Manager	Yes	Class 2
HP ArcSight Network Configuration Manager Audit Packages	Yes	Class 2
HP ArcSight Network Synergy Platform	Yes	Class 2
HP ArcSight Reputation Security Monitor	Yes	Class 1
HP ArcSight Standard Connectors	Yes	Class 1
HP ArcSight Threat Detector ***	Yes	Class 1



HP ArcSight Threat Response Manager	Yes	Class 2
<b>Suites</b>	<b>E-LTU or E-Media available *</b>	<b>Non-Production use category **</b>
HP ArcSight Enterprise Security Manager Suite	Yes	

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

\*\* Non-production use rights, if any, can be found at [www.hp.com/go/SWlicensing](http://www.hp.com/go/SWlicensing).

\*\*\* HP ArcSight Threat Detector previously was called HP ArcSight Pattern Discovery

Note: HP ArcSight Application View is covered in the ALA document for Software Security Center.

## Definitions

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

Term	Definition
<i>Appliance or Appl</i>	means an Instance of software loaded and pre-configured on a Server.
<i>Application Server</i>	means a computer running software that executes business or application logic that is made available to a web server for processing requests. Application servers are typically J2EE applications servers or. Net application servers.
<i>Asset</i>	means a single IT Device being imported or being created within the software.
<i>Cold Standby System</i>	means a standby non-production system which is NOT up and running. If the production system breaks down, or needs to be taken out of service, you are required to switch on and start the Cold Standby System in order to take over for the production system.
<i>Concurrent Users or CC Users</i>	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.
<i>Connector or Conn</i>	means an integration element to a certain software, Device format, Appliance or function through use of the HP software Product. An Onboard Connector means software that resides on the HP ArcSight Appliance that communicates with your data center. A Remote Connector is software that resides on your computer that communicates with the HP ArcSight Appliance.
<i>Core</i>	means a part of a CPU that executes a single stream of compiled instruction code.
<i>CPU</i>	means a system in a single integrated circuit package with one or more discrete processing Cores.
<i>Desktop Device or DT Dev</i>	means a single Device such as a PC, laptop or handheld Device.
<i>Development and Test Systems</i>	means a non-production system to be used 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/configurations and transition purposes.
<i>Device or Dev</i>	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.
<i>Domains or Dom or D</i>	means separately licensed features of HP ArcSight ESM that enables custom data set and fields.
<i>E-LTU and E-Media</i>	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.
<i>EPS</i>	means events per second.

<b>Term</b>	<b>Definition</b>
<i>Flows Per Minute</i>	means flow events per minute (e.g. NetFlow, JFlow, SFlow).
<i>GB</i>	means gigabytes which designates the amount of physical capacity that can be managed.
<i>GB/per day or GB/d</i>	means gigabytes which designates the amount of physical capacity that can be collected during a twenty-four (24) hour period.
<i>High Availability or HA</i>	means Hot Standby System.
<i>Hot Standby System</i>	means a non-production system which is up and running, ready to take over from the production system if the production system breaks down or needs to be taken out of service.
<i>HP ArcSight Documentation</i>	means any written materials regarding the software specifications, development and test processes, formats, methodologies and practices provided by HP to you.
<i>Implementation or Imp or IMP</i>	means an installation of the software on a single Server or installed on a cluster of Servers which work together as a single installation of the Software.
<i>Instance</i>	means each implementation of the application installed on a Server.
<i>Internal Use</i>	means access and Use of the software for purposes of supporting your internal operations or functions.
<i>LTU</i>	means License To Use .
<i>MA</i>	means a software upgrade to an Appliance.
<i>Monitored Applications or Mon App</i>	means software application from which the software collects logs.
<i>Monitored Devices or Mon Dev</i>	means a device from which the software collects logs.
<i>Monitored Desktops</i>	means Desktop Device from which the software collects logs.
<i>Named User or Nmd User</i>	means a specific individual authorized by you to access the software regardless of whether they are actively using the software.
<i>NFR</i>	means a Not for Resale license which is limited to use by HP partners.
<i>Nodes or Nd</i>	means a collection of network interfaces that the software can pragmatically associate together.
<i>Non-Production or NP</i>	means internal use which is limited to Use on Development and Test Systems and Hot and/or Cold Standby Systems. This NP license requires the previous purchase of the equivalent or greater production licenses. Support for NP licenses is restricted to the period of and current status of the equivalent production license.
<i>NOLOG</i>	means that this Appliance does not include HP ArcSight Logger.
<i>Server or SVR</i>	means any designated computer system in which an Instance or Instances of the software is installed.
<i>Suite</i>	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.
<i>TB</i>	means terabytes which designates the amount of physical capacity that can be managed.
<i>Unlimited or Unl</i>	means without restriction in terms of number of systems, devices or media, depending on the context.
<i>Use</i>	means to install, store, load, execute and display one copy of the software.
<i>User</i>	means a user whose Use is restricted to the type of software that is being licensed.
<i>Virtual Appliance or VA</i>	means Virtual Machine image designed to run on a virtualization platform (e.g., VirtualBox, Xen, VMware Workstation, Parallels Workstation).

<b>Term</b>	<b>Definition</b>
<i>Virtual Machine(s) or VM(s)</i>	means a computer that does not physically exist but is simulated by another computer.

## 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.

### **HP ArcSight Console, Web and Viewer**

HP ArcSight Console, Web and Viewer are licensed by the number of Users set forth in the applicable order(s) for the products.

## HP ArcSight Enterprise Security Manager

HP ArcSight Enterprise Security Manager (ESM) is either licensed per Core or per GB/per day. HP ArcSight Risk Insight for Enterprise Security Manager is licensed by ESM Server and by Asset. When ESM is licensed by GB/per day, the following HP ArcSight Enterprise Security Manager suites are offered:

Suite	Offering includes
HP ArcSight Enterprise Security Manager Suite 50 GB per day	<ul style="list-style-type: none"> <li>▪ 1 HP ArcSight Enterprise Security Manager 50 GB per day</li> <li>▪ 250 HP ArcSight Monitored Devices</li> <li>▪ 25 HP ArcSight Enterprise Security Manager Web Users</li> <li>▪ 3 HP ArcSight Enterprise Security Manager Console Users</li> <li>▪ 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes</li> <li>▪ 50 HP ArcSight Identity View Users</li> <li>▪ 4 HP ArcSight Connector Appliance Connectors</li> </ul>
HP ArcSight Enterprise Security Manager Suite 100 GB per day	<ul style="list-style-type: none"> <li>▪ 1 HP ArcSight Enterprise Security Manager 100 GB per day</li> <li>▪ 500 HP ArcSight Monitored Devices</li> <li>▪ 25 HP ArcSight Enterprise Security Manager Web Users</li> <li>▪ 3 HP ArcSight Enterprise Security Manager Console Users</li> <li>▪ 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes</li> <li>▪ 50 HP ArcSight Identity View Users</li> <li>▪ 4 HP ArcSight Connector Appliance Connectors</li> </ul>
HP ArcSight Enterprise Security Manager Suite 150 GB per day	<ul style="list-style-type: none"> <li>▪ 1 HP ArcSight Enterprise Security Manager 150 GB per day</li> <li>▪ 500 HP ArcSight Monitored Devices</li> <li>▪ 25 HP ArcSight Enterprise Security Manager Web Users</li> <li>▪ 3 HP ArcSight Enterprise Security Manager Console Users</li> <li>▪ 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes</li> <li>▪ 50 HP ArcSight Identity View Users</li> <li>▪ 4 HP ArcSight Connector Appliance Connectors</li> </ul>
HP ArcSight Enterprise Security Manager Suite 250 GB per day	<ul style="list-style-type: none"> <li>▪ 1 HP ArcSight Enterprise Security Manager 250 GB per day</li> <li>▪ 500 HP ArcSight Monitored Devices</li> <li>▪ 25 HP ArcSight Enterprise Security Manager Web Users</li> <li>▪ 3 HP ArcSight Enterprise Security Manager Console Users</li> <li>▪ 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes</li> <li>▪ 50 HP ArcSight Identity View Users</li> <li>▪ 4 HP ArcSight Connector Appliance Connectors</li> </ul>

HP ArcSight ESM Appliances are licensed as indicated in the table below:

Appliance	Offering includes
HP ArcSight E7400-2500 EPS Server	2,500 sustained EPS, 250 NSS Devices, 25 Web Consoles, 3 ESM Consoles, 10,000 Assets, 50 IdentityView Users
HP ArcSight E7400-5000 EPS Server	5,000 sustained EPS, 500 NSS Devices, 25 Web Consoles, 3 ESM Consoles, 10,000 Assets, 50 IdentityView Users
HP ArcSight E7400-7500 EPS Server	7,500 sustained EPS, 500 NSS Devices, 25 Web Consoles, 3 ESM Consoles, 10,000 Assets, 50 IdentityView Users
HP ArcSight E7400-2 Server	HP ArcSight E7400-2 Server ESM Appliance - 2 Core, ESM Manager license with Oracle embedded
HP ArcSight E7400-4 Server	HP ArcSight E7400-4 Server ESM Appliance - 4 Core, ESM Manager license with Oracle embedded
HP ArcSight E7400-8 Server	HP ArcSight E7400-8 Server ESM Appliance - 8 Core, ESM Manager license with Oracle embedded

Note: The license restrictions above are also applicable to the HA, NP, NFR versions of these Appliances.

## HP ArcSight Enterprise System Connector for HP Service Manager

HP ArcSight Enterprise System Connector for HP Service Manager is provided as part of HP ArcSight Enterprise Security Manager or HP ArcSight Express licenses. It is designed to facilitate communication between HP ArcSight Enterprise Security Manager and HP Service Manager.

## HP ArcSight Enterprise View

HP ArcSight Enterprise View is licensed by Instance and by Asset and includes a reporting tool module which is further restricted to 10 Concurrent Users who may only view reports and 2 Named Users who may also edit and configure reports. When using Concurrent User licenses, you may not utilize a program or system to cache or queue report requests. Notwithstanding anything to the contrary in the definition of Concurrent User, Enterprise View may only be installed on the number of Assets for which it has been licensed and Concurrent Users are tied to one deployment of the software and may not be shared among different deployments. A Named User license may not be transferred from one individual to another unless the original Named User no longer requires, and is no longer permitted to access, edit and configure the reports.

## HP ArcSight Express

HP ArcSight Express is sold as an Appliance only and the applicable limits are the number of Devices and EPS licensed as described below:

Appliance	Offering includes
HP ArcSight AE-7405 Server	500 peak EPS/50k Flows/min, up to 750 Devices. Includes Log Mgt, 1 console, IdentityView for Express for up to 50 Users.
HP ArcSight AE-7406 Server	250 sustained EPS, up to 750 Devices. Includes 1 Console User, 25 Web Users, 5,000 Assets, IdentityView for Express for up to 50 Users, 4 Onboard Connectors and 4 Remote Connectors.
HP ArcSight AE-7410 Server	1000 peak EPS/50k Flows/min, up to 750 Devices. Includes Log Mgt, 1 console, IdentityView for Express for up to 50 Users.
HP ArcSight AE-7411 Server	500 sustained EPS, up to 750 Devices. Includes 1 Console User, 25 Web Users, 5,000 Assets, IdentityView for Express for up to 50 Users, 4 Onboard Connectors and 4 Remote Connectors.
HP ArcSight AE-7425 Server	2500 peak EPS/50k Flows/min, up to 750 Devices. Includes Log Mgt, 1 console, IdentityView for Express for up to 50 Users.
HP ArcSight AE-7426 Server	1,250 sustained EPS, up to 750 Devices. Includes 1 Console User, 25 Web Users, 10,000 Assets, IdentityView for Express for up to 50 Users, 4 Onboard Connectors and 4 Remote Connectors.
HP ArcSight AE-7450 Server	5000 peak EPS/50k Flows/min, up to 750 Devices. Includes Log Mgt, 1 console, IdentityView for Express for up to 50 Users.
HP ArcSight AE-7451 Server	2,500 sustained EPS, up to 750 Devices. Includes 1 Console User, 25 Web Users, 10,000 Assets, IdentityView for Express for up to 50 Users, 4 Onboard Connectors and 4 Remote Connectors.
HP ArcSight AE-7465 Server	10,000 peak EPS/50k Flows/min, up to 1500 Devices. Includes Log Mgt, 1 console, IdentityView for Express for up to 50 Users.
HP ArcSight AE-7466 Server	5,000 sustained EPS, up to 1,500 Devices. Includes 1 Console User, 25 Web Users, 25,000 Assets, IdentityView for Express for up to 50 Users, 4 Onboard Connectors and 4 Remote Connectors.
HP ArcSight AE-7480 Server	15,000 peak EPS/50k Flows/min, up to 1500 Devices. Includes Log Mgt, 1 console, IdentityView for Express for up to 50 Users.
HP ArcSight AE-7481 Server	7,500 sustained EPS, up to 1,500 Devices. Includes 1 Console User, 25 Web Users, 25,000 Assets, IdentityView for Express for up to 50 Users, 4 Onboard Connectors and 4 Remote Connectors.

Note: The license restrictions above are also applicable to the HA, NP, NFR versions of these Appliances.

## HP ArcSight Logger

HP ArcSight Logger software is licensed per GB/per day and per Device as indicated below.

License	Offering includes
5 GB/d	HP ArcSight Logger collecting up to 5GB/per day from a maximum of 50 Devices, total searchable space 250 GB per Instance
30 GB/d	HP ArcSight Logger collecting up to 30GB/per day from a maximum of 200 Devices, total searchable space 800 GB per Instance
80 GB/d	HP ArcSight Logger collecting up to 80GB/per day from a maximum of 500 Devices. total searchable space 4.2 TB per Instance
160 GB/d	HP ArcSight Logger collecting up to 160GB/per day from Unlimited Devices, total searchable space 4.2 TB per Instance
250 GB/d	HP ArcSight Logger collecting up to 250GB/per day from Unlimited Devices, total searchable space 4.2 TB per Instance

HP ArcSight Logger software licensed with an Appliance is licensed as indicated in the table below:

Appliance	Offering includes
HP ArcSight L3400 Server	ArcSight Logger Up to 2k raw EPS, 200 local connector EPS, Connector management and 200 Devices.
HP ArcSight L3400-PCI Server	ArcSight Logger Up to 2k raw EPS, 200 local connector EPS, Connector management and 200 Devices. Logger PCI CIP included.
HP ArcSight L3500 Server	ArcSight Logger Up to 2k raw EPS. 200 local connector EPS, Connector management and 200 Devices.
HP ArcSight L7400S Server	ArcSight Logger Up to 5k EPS and 500 Devices.
HP ArcSight L7400-SAN Server	ArcSight Logger Up to 75k EPS and unlimited Devices for exclusive use with external SAN storage.
HP ArcSight L7400X Server	ArcSight Logger Up to 100k EPS and unlimited Devices.
HP ArcSight L7500S Server	ArcSight Logger Up to 5k EPS and 500 Devices.
HP ArcSight L7500-SAN Server	ArcSight Logger Up to 75k EPS and Unlimited Devices for exclusive use with external SAN storage.
HP ArcSight L7500X Server	ArcSight Logger Up to 100k and Unlimited Devices.

Note: The license restrictions above are also applicable to the HA, NP, NFR versions of these Appliances.

HP ArcSight Logger Device licenses count toward each unique hardware device (VM, server, firewall, etc) that creates an event. Devices feeding into an aggregator such as a syslog server are still counted uniquely. Multiple sources on the same Device (for instance AV, SQL Server and Windows<sup>®</sup> on the same server) count as a single Device. You are not authorized to Use the software on more than two (2) computer chips that contain a collection of one or more processing Cores.

## HP ArcSight Management Center

HP ArcSight Management Center is licensed by Connector and by ArcSight Product.

## HP ArcSight Monitored Application User

HP ArcSight Monitored Application Users are the aggregate number of Users per application as set forth in the applicable order(s) for products.

### HP ArcSight Monitored Devices

HP ArcSight Monitored Devices is licensed per Monitored Devices solely (a) to collect data from the aggregate number of network, security and server Devices, and (b) solely with the aggregate number of Users per application.

### HP ArcSight Monitored Desktops

HP ArcSight Monitored Desktops is licensed per Desktop Device.

### HP ArcSight Monitored Vulnerability Assessment Scans

HP ArcSight Monitored Vulnerability Assessment Scan is licensed per Node and is used solely to collect data from the aggregate number of Devices set forth in applicable order for products.

### HP ArcSight Flex Connector Kit

HP ArcSight Flex Connector Kit is a software development product (“SDK”) that allows you to Use the software’s object code to configure a Connector and can only be used to monitor Devices not supported by HP ArcSight software (“Flex Connector”). Flex Connectors shall be owned by HP and used solely with the HP ArcSight software and use with any other software or other technology for any purpose including, without limitation, Device monitoring, is expressly prohibited. Your license to use the Flex Connectors expires upon termination or expiration of your HP ArcSight software license.

### HP ArcSight Standard Connectors

HP ArcSight Standard Connectors are software modules provided as part of HP ArcSight ESM, Express or Logger licenses. Standard Connectors are designed to fetch data from Servers or other event sources in customer environments, normalize that data, and feed it into additional HP ArcSight products. Connectors may not be used to feed event data into any non-HP ArcSight products.

### HP ArcSight Connector Appliances

HP ArcSight Connector Appliances are licensed as indicated in the table below:

Appliance	Offering includes
HP ArcSight CONAPP-C3400 Server	Connector Appliance with Up to 2500 EPS, Onboard Connectors and Connector management capabilities.
HP ArcSight CONAPP- C3500 Server	Connector Appliance with Up to 2500 EPS, Onboard Connectors and Connector management capabilities.
HP ArcSight CONAPP-C5400 Server	Connector Appliance with Up to 5000 EPS, Onboard Connectors and connector management capabilities.
HP ArcSight CONAPP C5500 Server	Connector Appliance with Up to 5000 EPS, Onboard Connectors and connector management capabilities.
HP ArcSight CONAPP-C1400 Server	Connector Appliance with up to 400 EPS, Onboard Connectors and no Remote Connector management capabilities.

Note: The license restrictions above are also applicable to the HA, NP, NFR versions of these Appliances.

### HP ArcSight Reputation Security Monitor

HP ArcSight Reputation Security Monitor is licensed by Implementation.

### HP ArcSight Threat Response Manager

HP ArcSight Threat Response Manager Appliances are licensed as indicated in the table below:

Appliance	Offering includes
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HP ArcSight TRM-50 Server	Threat Response Manager 50 Device License
HP ArcSight TRM-100 Server	Threat Response Manager 100 Device License
HP ArcSight TRM-250 Server	Threat Response Manager 250 Device License
HP ArcSight TRM-500 Server	Threat Response Manager 500 Device license
HP ArcSight TRM- 1000 Server	Threat Response Manager 1,000 Device License
HP ArcSight TRM- 3000 Server	Threat Response Manager 3,000 Device License
HP ArcSight TRM -5000 Server	Threat Response Manager 5,000 Device License

Note: The license restrictions above are also applicable to the HA, NP, NFR versions of these Appliances.

## Additional license terms

Term	
<i>A. Complete Product</i>	You shall install and use the software as authorized in the applicable agreement and this ALA only as a complete product and may not use portions of such software on a standalone basis separate from the complete software or separate from the Server if delivered as an Appliance unless expressly authorized in the Supporting Material, specifications or an applicable agreement.
<i>B. Additional Software License terms</i>	You shall not access the embedded Oracle <sup>®</sup> database or any other third-party product embedded in the HP ArcSight software with applications other than the HP ArcSight software.
<i>C. Performance Information</i>	You will not (and will not instruct, authorize or allow any third party to) publicly disseminate any performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the software.
<i>D. Security and Network Acknowledgements</i>	You acknowledge and agree that the software (i) accumulates and organizes security information that, in the wrong hands, could serve as a blueprint of your security system and its vulnerabilities and that any disclosure of such information could result in substantial harm to you and others. You will be solely responsible for any disclosure of such information; and (ii) is designed to give the user emergency administrator-level control over your computer network, with the ability to dynamically reconfigure or disable network infrastructure devices, change network topology and exclude network access. Such networking products should be used only by users who have been trained in the use of such networking products. Improper use of such networking products may result in significant network damage or downtime. You assume all risks associated with the operation of such networking products.
<i>E. Additional third party terms</i>	You shall not ( and will not instruct, authorize or allow any third party to ) create, modify, change the behavior of, classes, interfaces, or sub packages that are in any way identified as “java”, “javax”, “sun” or similar convention as specified by Oracle <sup>®</sup> in any naming convention designation. In the event that you create an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers. Oracle and Java Trademarks and Logos. You may not use an Oracle America, Inc. name, trademark, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke (“Java Marks”) and agrees to: (a) comply with the Java Trademark Guidelines at <a href="http://www.oracle.com/html/3party.html">http://www.oracle.com/html/3party.html</a> ; (b) not to do anything harmful to or inconsistent with Oracle’s rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by you in any Java Mark. Source Code. Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of your license. Source code may not be redistributed unless expressly provided for in the terms of your license. Third Party Code. Additional copyright notices and license terms applicable to portions of the software are set forth in the Third Party Copyright Notices and License terms and the THIRDPARTYLICENSEREADME.txt file contained therein that can be accessed from the ancillary.txt file or user documentation.

## Term (continued)

### *F. Additional Confidentiality Terms*

The software, HP ArcSight Documentation and technical information and other code or data of any type provided by HP (or its agents), are HP Confidential Information or the confidential information of third parties without any marking or further designation ("Confidential Information"). You will hold in confidence and not use or disclose any Confidential Information, except as expressly permitted in the Agreement and this ALA.

Your nondisclosure obligation will not apply to information which you can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of you (iii) is rightfully obtained by you from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees or contractors of you who had no access to such information.

You will not disclose such Confidential Information to any third party except to those of its employees and contractors that need to know such Confidential Information for the purpose of Using the software, provided that each such employee and contractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. You will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that you ordinarily use with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict you from disclosing Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative agency or tribunal or other governmental body, provided that the party required to make such a disclosure gives reasonable written notice to the other party to contest such order or requirement; and (ii) on a confidential basis to its legal or financial advisors.

### *G. Logger Back-ups*

The archiving functionality of HP ArcSight Logger must be enabled in order for the product to back up data on a daily basis. In the unanticipated event in which data corruption occurs, the backup data will help you to restore the data for search and reporting purposes.

### *H. Limitation of Liabilities and Remedies*

IN NO EVENT WILL HP'S LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES OF ANY KIND OR FOR ANY DOWNTIME COSTS; LOST BUSINESS, REVENUES, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION WHETHER OR NOT THAT PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH COSTS, EXPENSES, OR DAMAGES. IN ADDITION, ORACLE WILL NOT BE LIABLE FOR DIRECT DAMAGES CAUSED BY ITS DATABASE SOFTWARE. HP DISCLAIMS RESPONSIBILITY FOR ANY DATA LOSS IN THE EVENT OF A HARDWARE FAILURE. HARDWARE MUST BE CONTINUALLY MONITORED TO IDENTIFY IMMINENT DISK FAILURES AS EARLY AS POSSIBLE AND TO ALLOW FOR APPROPRIATE MEASURES TO BE TAKEN TO MINIMIZE THE LIKELIHOOD OF DATA LOSS.

HP DISCLAIMS RESPONSIBILITY FOR ANY DATA LOSS IN THE EVENT OF A HARDWARE FAILURE. HARDWARE MUST BE CONTINUALLY MONITORED TO IDENTIFY IMMINENT DISK FAILURES AS EARLY AS POSSIBLE AND TO ALLOW FOR APPROPRIATE MEASURES TO BE TAKEN TO MINIMIZE THE LIKELIHOOD OF DATA LOSS.

### *I. Additional Governing Law Terms*

The provisions of the Uniform Computer Information Transactions Act shall not apply to any license of the HP ArcSight products.

[hp.com/go/SWLicensing](http://hp.com/go/SWLicensing)

Latest version of software licensing documents

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Windows is a U.S. registered trademark of Microsoft Corporation.

5066-3270, Created October 2013; Replaces 5066-3264 (June 2013)

