



**Hewlett Packard
Enterprise**

Additional License Authorizations

For HPE Security ArcSight software products

Products and suites covered

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE [†]	NON-PRODUCTION USE CATEGORY ^{**}
HP ArcSight Connector Appliance	Yes	Class 2
HP ArcSight Connector Appliance Software	Yes	Class 2
HPE Security ArcSight Connector Hosting Appliance (previously called HP ArcSight Connector Hosting Appliance)	Yes	Class 2
HP ArcSight Enterprise Security Manager (ESM)	Yes	Class 2
HP ArcSight ESM Appliance	Yes	Class 2
HPE Security 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 Express (previously called HP ArcSight Express)	Yes	Class 2
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 Virtual Appliance	Yes	Class 2
HP ArcSight Flex Connector Kit	Yes	Class 1
HP ArcSight IdentityView	Yes	Class 1 & Class 3 ^{***}
HP ArcSight IDOL Email Analytics Pack for ArcSight Enterprise Security Manager	Yes	Class 2
HP ArcSight IDOL Social Media Analytics Pack for ArcSight Enterprise Security Manager	Yes	Class 2
HP ArcSight Interactive Discovery	Yes	Class 3
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 Management Center Appliance	Yes	Class 2
HP ArcSight Monitored Desktops	Yes	Class 1
HP ArcSight Monitored Devices	Yes	Class 1

PRODUCTS	E-LTU OR E-MEDIA AVAILABLE [*]	NON-PRODUCTION USE CATEGORY ^{**}
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 Risk Insight	Yes	Class 1
HPE Security ArcSight Security Data Platform (previously called HP ArcSight Security Data Platform)	Yes	Class 2
HP ArcSight Standard Connectors	Yes	Class 1
HP ArcSight Threat Detector ^{****}	Yes	Class 1
HP ArcSight Threat Response Manager	Yes	Class 2
HP User Behavior Analytics	Yes	Class 3

SUITES	E-LTU OR E-MEDIA AVAILABLE [*]	NON-PRODUCTION USE CATEGORY ^{**}
HP ArcSight Enterprise Security Manager Suite	Yes	Class 2
HP ArcSight Security Data Platform Suite	Yes	Class 2

^{*} 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 hpe.com/software/SWlicensing.

^{***} HP ArcSight Interactive Discovery v2 licenses are non-production Class 3, other HP ArcSight Interactive Discovery licenses are non-production Class 1.

^{****} HP ArcSight Threat Detector previously was called HP ArcSight Pattern Discovery.

Note: HP ArcSight Application View is covered in the ALA document for HPE Security Fortify.

Definitions

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

TERM	DEFINITION
Actor	means a person who is being monitored by the software.
Appliance or Appl	means an Instance of software loaded and pre-configured on a Server.
Application Server	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.
Asset	means a single IT Device being imported or being created within the software.
Cold Standby System	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.
Concurrent Users or CC Users	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.
Connector or Conn	means an integration element to a certain software, Device format, Appliance or function through use of the HPE 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 system.
Core	means a part of a CPU that executes a single stream of compiled instruction code.
CPU	means a system in a single integrated circuit package with one or more discrete processing Cores.
Desktop Device or DT Dev	means a single Device such as a PC, laptop or handheld Device.
Development and Test Systems	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.

TERM	DEFINITION
Device <i>or</i> Dev	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.
Domains <i>or</i> Dom <i>or</i> D	means separately licensed features of HP ArcSight ESM that enables custom data set and fields.
E-LTU and 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.
EPS	means events per second.
Flows Per Minute	means flow events per minute (e.g. NetFlow, JFlow, SFlow).
GB	means gigabytes which designates the amount of physical capacity that can be managed
GB/per day <i>or</i> GB/d	means gigabytes which designates the amount of physical capacity that can be collected during a twenty-four (24) hour period.
High Availability <i>or</i> HA	means Hot Standby System.
Hot Standby System	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
HP ArcSight Documentation	means any written materials regarding the software specifications, development and test processes, formats, methodologies and practices provided by HPE to you.
Implementation <i>or</i> Imp <i>or</i> IMP	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.
Instance	means each implementation of the application installed on a Server.
LTU	means License To Use .
MA	means a software upgrade to an Appliance.
Monitored Applications <i>or</i> Mon App	means software application from which the software collects logs.
Monitored Devices <i>or</i> Mon Dev	means a device from which the software collects logs.
Monitored Desktops	means Desktop Device from which the software collects logs.
Named User <i>or</i> Nmd User	means a specific individual authorized by you to access the software regardless of whether they are actively using the software.
NFR	means a Not for Resale license which is limited to use by HPE partners.
Nodes <i>or</i> Nd	means a collection of network interfaces that the software can pragmatically associate together.
Non-Production <i>or</i> NP	means internal use which is limited to Use on Development and Test Systems This NP license requires a concurrent or 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.
NOLOG	means that this Appliance does not include HP ArcSight Logger.
Sustained EPS <i>or</i> SEPS	means Average Sustained Events Per Second measured over a 24 hours period.

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.

HPE Security ArcSight Connector Hosting Appliance (previously called HP ArcSight Connector Hosting Appliance)

HPE Security ArcSight Connector Hosting Appliances are licensed as indicated in the table below:

Appliance	Offering includes
HPE Security ArcSight Connector Hosting Appliance C6600 Server	<ul style="list-style-type: none"> Gen 9 HW supporting up to 25,000 EPS. Runs ArcSight Management Center software (ArcMC) with support for 32 onboard connectors, Remote management for connectors and supported ArcSight products. Limited only by HW capacity.

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, per GB/per day or per SEPS. The following HP ArcSight Enterprise Security Manager Suites are licensed by GB/per day:

SUITE	OFFERING INCLUDES
HP ArcSight Enterprise Security Manager Suite 20 GB per day	<ul style="list-style-type: none"> 1 HP ArcSight Enterprise Security Manager 20 GB per day 100 HP ArcSight Monitored Devices 10 HP ArcSight Enterprise Security Manager Web Users 2 HP ArcSight Enterprise Security Manager Console Users 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes 50 Actors 4 HP ArcSight Connector Appliance Connectors
HP ArcSight Enterprise Security Manager Suite 50 GB per day	<ul style="list-style-type: none"> 1 HP ArcSight Enterprise Security Manager 50 GB per day 250 HP ArcSight Monitored Devices 25 HP ArcSight Enterprise Security Manager Web Users 3 HP ArcSight Enterprise Security Manager Console Users 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes 50 Actors 4 HP ArcSight Connector Appliance Connectors
HP ArcSight Enterprise Security Manager Suite 100 GB per day	<ul style="list-style-type: none"> 1 HP ArcSight Enterprise Security Manager 100 GB per day 500 HP ArcSight Monitored Devices 25 HP ArcSight Enterprise Security Manager Web Users 3 HP ArcSight Enterprise Security Manager Console Users 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes 50 Actors 4 HP ArcSight Connector Appliance Connectors
HP ArcSight Enterprise Security Manager Suite 150 GB per day	<ul style="list-style-type: none"> 1 HP ArcSight Enterprise Security Manager 150 GB per day 500 HP ArcSight Monitored Devices 25 HP ArcSight Enterprise Security Manager Web Users 3 HP ArcSight Enterprise Security Manager Console Users 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes 50 Actors 4 HP ArcSight Connector Appliance Connectors

SUITE	OFFERING INCLUDES
HP ArcSight Enterprise Security Manager Suite 250 GB per day	<ul style="list-style-type: none"> • 1 HP ArcSight Enterprise Security Manager 250 GB per day • 500 HP ArcSight Monitored Devices • 25 HP ArcSight Enterprise Security Manager Web Users • 3 HP ArcSight Enterprise Security Manager Console Users • 10,000 HP ArcSight Monitored Vulnerability Assessment Scans Nodes • 50 Actors • 4 HP ArcSight Connector Appliance Connectors

The following HP ArcSight Enterprise Security Manager products are licensed by SEPS and require the concurrent or prior purchase of HP ArcSight Security Data Platform or HPE Security ArcSight Security Data Platform of the appropriate capacity of the deployment environment.:

SOFTWARE PACKAGE	OFFERING INCLUDES
HP ArcSight ESM 250 EPS	<ul style="list-style-type: none"> • 1 HP ArcSight Enterprise Security Manager server limited to 250 SEPS • Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets
HP ArcSight ESM 1000 EPS	<ul style="list-style-type: none"> • 1 HP ArcSight Enterprise Security Manager server limited to 1000 SEPS • Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets
HP ArcSight ESM 2500 EPS	<ul style="list-style-type: none"> • 1 HP ArcSight Enterprise Security Manager server limited to 2500 SEPS • Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets
HP ArcSight ESM 5000 EPS	<ul style="list-style-type: none"> • 1 HP ArcSight Enterprise Security Manager server limited to 5000 SEPS • Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets
HP ArcSight ESM 10000 EPS	<ul style="list-style-type: none"> • 1 HP ArcSight Enterprise Security Manager server limited to 10000 SEPS • Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets

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 ESM Express (previously called HP ArcSight Express) licenses. It is designed to facilitate communicate between HP ArcSight Enterprise Security Manager and HP Service Manager.

HPE Security ArcSight ESM Appliance (previously called HP ArcSight ESM Appliance)

HPE Security ArcSight ESM Appliance is sold as an Appliance and is licensed by SEPS and require the concurrent or prior purchase of HP ArcSight Security Data Platform or HPE Security ArcSight Security Data Platform of the appropriate capacity of the deployment environment:

APPLIANCE	OFFERING INCLUDES
HPE Security ArcSight E7600 Server	<ul style="list-style-type: none"> • 250 SEPS with Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets • 1,000 SEPS with Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets • 2,500 SEPS with Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets • 5,000 SEPS with Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets • 10,000 SEPS with Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets

HP ArcSight ESM Appliance capacity can be augmented in increments of 50 EPS as follows up to 10000 EPS per appliance

ADD-ON	OFFERING INCLUDES
Add-On 50 EPS	<ul style="list-style-type: none"> • HP ArcSight ESM ingesting an additional 50 SEPS

HP ArcSight ESM Express (previously called HP ArcSight Express)

HP ArcSight ESM Express is sold as an Appliance and is licensed by SEPS, up to 2500 SEPS, with offerings as described below:

APPLIANCE	OFFERING INCLUDES
HP ArcSight EE-7602 Server	<ul style="list-style-type: none"> 250 SEPS with Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets Use of Connectors and the Flex Connector kit.
HP ArcSight EE-7610 Server	<ul style="list-style-type: none"> 1,000 SEPS with Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets Use of Connectors and the Flex Connector kit.
HP ArcSight EE-7625 Server	<ul style="list-style-type: none"> 2,500 SEPS with Unlimited Monitored Devices, Console Users, Web Users, Vulnerability Assessment Scans Nodes, Actors and Assets Use of Connectors and the Flex Connector kit.

HP ArcSight ESM Express appliance capacity can be augmented in increments of 50 EPS, to 2500 EPS per appliance as described below:

ADD-ON	OFFERING INCLUDES
Add-On 50 EPS	<ul style="list-style-type: none"> HP ArcSight ESM Express ingesting an additional 50 SEPS

HP ArcSight Express Virtual Appliance

For HP ArcSight Express Virtual Appliance (AEVA), which includes 250 SEPS additional SEPS can be purchased, up to a maximum of 1,250 SEPS.

VIRTUAL APPLIANCE	OFFERING INCLUDES
AE 250 SEPS Add-on Software	<ul style="list-style-type: none"> HP ArcSight Express Virtual Appliance ingesting an additional 250 SEPS.

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 that can only be used to monitor Devices not supported by HP ArcSight software (“Flex Connector”). Flex Connectors shall be 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.

When the HP ArcSight Flex Connector Kit is purchased in conjunction with one of HP Operations Analytics Express Edition (previously called HP Operations Log Intelligence), HP Operations Analytics Premium Edition or HP Operations Analytics Ultimate Edition, you must have an HP Operations Analytics Express Edition, HP Operations Analytics Premium Edition or HP Operations Analytics Ultimate Edition Node license for each Device that will run the Flex Connectors created using the HP ArcSight Flex Connector Kit. Flex Connectors shall be owned by HPE and used solely with the HP Operations Analytics Express Edition, HP Operations Analytics Premium Edition or HP Operations Analytics Ultimate Edition 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 Operations Analytics Express Edition, HP Operations Analytics Premium Edition or HP Operations Analytics Ultimate Edition license. For any Device that runs a Flex Connector created using the HP ArcSight Flex Connector Kit, you must have either an HP Operations Analytics Express Edition, HP Operations Analytics Premium Edition or HP Operations Analytics Ultimate Edition Node license, or an HP ArcSight Device license, but not both.

HP ArcSight IDOL Email Analytics Pack for ArcSight Enterprise Security Manager

HP ArcSight IDOL Email Analytics Pack for ArcSight Enterprise Security Manager is licensed per TB.

HP ArcSight IDOL Social Media Analytics Pack for ArcSight Enterprise Security Manager

HP ArcSight IDOL Social Media Analytics Pack for ArcSight Enterprise Security Manager is licensed per TB.

HP ArcSight Interactive Discovery

HP ArcSight Interactive Discovery is licensed by Instance and includes a license for Advizor which is licensed in accordance with HPE Terms and conditions and can only be used with HP ArcSight ESM and HP ArcSight ESM Express and HP ArcSight Logger.

HP ArcSight Logger

As of April 2014, HP ArcSight Logger is licensed as indicated below.

LICENSE	OFFERING INCLUDES
5GB/d	<ul style="list-style-type: none"> HP ArcSight Logger collecting up to 5GB/d
Add-On 5GB/d	<ul style="list-style-type: none"> HP ArcSight Logger collecting up to an additional 5GB/d (up to a maximum total of 500 GB/d per Logger Instance)

For purchases until April 2014, HP ArcSight Logger software is licensed per GB/per day and per Device as indicated below.

LICENSE	OFFERING INCLUDES
5 GB/d, 50 Dev	<ul style="list-style-type: none"> 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, 200 Dev	<ul style="list-style-type: none"> 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, 500 Dev	<ul style="list-style-type: none"> 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, unl Dev	<ul style="list-style-type: none"> HP ArcSight Logger collecting up to 160GB/per day from Unlimited Devices, total searchable space 4.2 TB per Instance.
250 GB/d, unl Dev	<ul style="list-style-type: none"> HP ArcSight Logger collecting up to 250GB/per day from Unlimited Devices, total searchable space 4.2 TB per Instance.

HP ArcSight Management Center

HP ArcSight Management Center is licensed by Connector and limited to use with an HP 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 Reputation Security Monitor

HP ArcSight Reputation Security Monitor is licensed by Implementation.

HP ArcSight Risk Insight

HP ArcSight Risk Insight for Enterprise Security Manager is licensed by ESM Server and by Asset.

HPE Security ArcSight Security Data Platform (previously called HP ArcSight Security Data Platform)

HPE Security ArcSight Security Data Platform software is licensed by GB/day ingested.

SUITE	OFFERING INCLUDES
HP ArcSight Security Data Platform 5GB/day	<ul style="list-style-type: none"> 5 GB/day ingestion into connectors 1 HP ArcSight Logger software server license. 1 HP ArcSight Management Center software server license with remote management for connectors and supported ArcSight products limited only by HW capacity. Smart Connectors. HP ArcSight Flex Connector Kit. License to forward 5 GB/d to third party software.

HPE Security ArcSight Security Data Platform software can be augmented in increments of 5 GB/day, to 500 GB/day per server as described below:

LICENSE	OFFERING INCLUDES
Add-On 5GB/d	<ul style="list-style-type: none"> 5 GB/day added capacity for ingestion into connectors. 1 HP ArcSight Management Center software with remote management for connectors and supported ArcSight products limited only by HW capacity. License to forward additional 5 GB/d to third party software.

HPE Security ArcSight Security Data Platform Appliances are licensed as indicated in the table below:

APPLIANCE	OFFERING INCLUDES
HPE Security ArcSight Security Data Platform L7600 Appliance	<ul style="list-style-type: none"> 1 HP ArcSight Logger L7600 up to 250 GB/day per appliance

Note: The license restrictions above are also applicable to the HA, NP, NFR versions of these appliance and software products. The capacity for the Security Data Platform is solely based on the production node(s). The capacity for the individual HA, NP, NFR appliance and software products is not applicable.

HPE Security ArcSight Security Data Platform Appliances can be augmented in increments of 5 GB/day as described below:

LICENSE	OFFERING INCLUDES
Add-On 5GB/d L7600	<ul style="list-style-type: none"> 5 GB/day added capacity for up to a maximum of 250 GB/day per HPE Security ArcSight Security Data Platform L7600 Appliance.

HP ArcSight Standard Connectors

HP ArcSight Standard Connectors are software modules provided as part of HP ArcSight ESM (if licensed by GB/d or CPU cores, Express or ArcSight Security Data Platform 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, unless included as part of the ArcSight Security Data Platform license, connectors may not be used to feed event data into any non-HP ArcSight products.

HP ArcSight Threat Detector

HP ArcSight Threat Detector is a software add-on for HP ArcSight Enterprise Security Manager. HP ArcSight Threat Detector is licensed by ESM Core, by GB/per day or by EPS (licensing depends on which product or Suite adding onto).

HP ArcSight Threat Response Manager

HP ArcSight Threat Response Manager is licensed by Device per Virtual Appliance.

HP User Behavior Analytics

HP User Behavior Analytics is licensed per Actor.

Additional license terms

TERM	
A. Complete Product	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.
B. Additional Software License terms	You shall not access the embedded Oracle® database or any other third-party product embedded in the HP ArcSight software with applications other than the HP ArcSight software.
C. Performance Information	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.
D. Security and Network Acknowledgements	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.

Additional license terms (continued)

TERM (CONTINUED)

E. Additional third party terms	<p>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® 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 http://www.oracle.com/html/3party.html; (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.</p>
F. Additional Confidentiality Terms	<p>The software, HP ArcSight Documentation and technical information and other code or data of any type provided by HPE (or its agents), are HPE 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.</p> <p>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.</p> <p>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.</p>
G. Logger Back-ups	<p>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.</p>
H. Limitation of Liabilities and Remedies	<p>IN NO EVENT WILL HPE’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. HPE 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.</p>
I. Additional Governing Law Terms	<p>The provisions of the Uniform Computer Information Transactions Act shall not apply to any license of the HP ArcSight products.</p>

hpe.com/software/SWlicensing

Latest version of software licensing documents

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5200-0597, (May 2016); replaces 5200-0585 (March 2016)

hpe.com/software/SWLicensing

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5200-0597, (May 2016); replaces 5200-0585 (March 2016)

