Additional License Authorizations

For Security Operations software products – Standard Edition Model and Interset UEBA

MICRO FOCUS

Products covered

These are the products covered under this ALA. If your product is **not** listed below please review the **December 2018 version of ALA**.

Products	E-LTU or E-Media available*	Perpetual License Non-production use category **	Term license Non-production use category **
ArcSight Enterprise Security Manager (ESM) Standard Edition	Yes	Class 1	N/A
ArcSight Logger Standard Edition	Yes	Class 1	N/A
ArcSight Investigate Standard Edition	Yes	Class 1	N/A
ArcSight Management Center (ArcMC) Software	Yes	Class 1	N/A
Security Open Data Platform (SODP)	Yes	Class 1	N/A
Third Party Destination add-on per Target	Yes	Class 1	N/A
Transformation Hub – formerly ArcSight Event Broker	Yes	Class 1	N/A
ArcSight L7600 for Logger Gen9 Server	Yes	Class 3	N/A
ArcSight L7700 for Logger Gen10 Server	Yes	Class 3	N/A
ArcSight E7600 for ESM Gen9 Server	Yes	Class 3	N/A
ArcSight E7700 for ESM Gen10 Server	Yes	Class 3	N/A
ArcSight C6600 Gen9 for Connector Hosting Server	Yes	Class 3	N/A
ArcSight C6700 Gen10 for Connector Hosting Server	Yes	Class 3	N/A
Interset Security User and Entity Behavioral Analytics	Yes	Class 1	Class 1

* 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 **software.microfocus.com/legal/software-licensing**.

Definitions

These are the new revised definitions for the newly repackaging products only. If you own the products that are on a different model please review the **December 2018 version of ALA**.

Term	Definition
Active Passive High Availability (APHA)	A failover system that is actively replicating the primary Instance of ESM and must be sized at the same hardware capacity as the production instance. If the primary ESM server fails, the other server can rapidly take over for it.
Actor	Any Entity being monitored by software.
Appliance	An Instance of software loaded and pre-configured on a Server.
Application Server	A software framework that provides both facilities to create web applications and a server environment to run them.
Asset	A single IT Device imported or created within the software.
Cloud	A generic reference to infrastructure, platforms, or applications that are hosted or run outside of an organizations' on-premise or data center environment.
Cluster	A set of loosely or tightly connected computers that work together so that they can be viewed as a single system.
Cold Standby System	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, it is required to be switched on and start the Cold Standby System in order to take over for the Production system. A Cold Standby System, for the purposes herein shall be

Term	Definition
	considered a functional component of the production implementation though its use limited to moments of schedule service outages or failure situations.
Collector	A generic Connector component that focuses on collection of data via a generalized method not reserved or designated for an explicit Device, Application, or System. This form of Connector typically has a one-to-many relationship with the number of sources that it is collecting data from. An example of a Collector is Syslog.
Connector	A component within the ArcSight solution that is intended to facilitate data acquisition and integration capabilities between ArcSight and other Devices, Systems and Applications.
Destination	A Micro Focus or ArcSight Product that receives Events via Connectors or the Transformation Hub. Examples include but are not limited to ESM, Logger and Investigate.
Device	An addressable Asset, physical or virtual, including, but not limited to, routers, switches, bridge, hub, Server, handheld equipment, mobile equipment, printer etc., that resides within the range defined for interrogation and asset tracking. Generally considered a source of Events.
Entity	A generic reference to a non-person within the context of behavioral analytics. Typically seen with the acronym UEBA or User Entity Behavioral Analytics as a means of drawing a distinction between human and non-human actor analysis.
Event	Includes any identifiable occurrence that has significance for system hardware, software, data or anything else relevant to operations of an environment.
Event Broker (also known as Transformation Hub)	Refers to the ArcSight Transformation Hub component. This component an enterprise-scale high performance message delivery bus, including raw data normalization and enrichment capabilities used in security operations.
Event Forwarding	The act of retransmission of a collected Event from one ArcSight component or product to either another ArcSight, or 3rd party, component or application.
Events Per Day (EPD)	The total number of events generated in a twenty-four hour clock period. The clock is calculated based on UTC time starting at 00:00:00 and ending at 23:59:59, regardless of any local times that may be in use.
Events Per Second (EPS)	Events Per Second, refers to a consumption or performance metric used to indicate both a level of expected performance that the SIEM should operate at as well as measurable metric of consumption for licensing purposes. The total number of events generated in a twenty-four hour clock period. The clock is calculated based on UTC time starting at 00:00:00 and ending at 23:59:59, regardless of any local times that may be in use.
Forwarding Connector	An ArcSight Connector that enables the receiving of events from a source ESM installation and sends them to a secondary destination such as another ESM installation, non-ESM location, Transformation Hub, or an ArcSight Logger installation.
Gigabytes (GB)	Refers to Gigabytes. A Gigabyte has two definitions of size based on Decimal and Binary methods of computation. The Decimal representation for 1 GB equals = 10003 or 1,000,000,000 bytes. The Binary representation for 1 GB equals = 10243 or 1,073,741,824 bytes. For the purposes of ArcSight licensing discussions. The calculations between Events Per Day and Gigabytes Per Day is based on the Decimal representation of 1 GB.
Gigabytes per Day GB/per day *or* GB/d	Gigabytes Per Day. The total size of storage represented in GB collected in a twenty-four hour clock period. For the purposes of this document, the clock period shall be considered 00:00 - 23:59 utilizing standard 24 hour UTC time.
Guest Data	Any data posted on custom topics within Transformation Hub, which is not generated or processed by a SmartConnector, FlexConnector, forwarders or Transformation Hub Connector and is made available to Targets as a pass through.
High Availability	Hot Standby System. Refers to a method of deployment where the Device, application, or System is implemented and configured in a manner that has a reasonable expectation of being constantly available. This term is generally reserved for implementations that must meet or exceed availability thresholds of 99% or greater.
Hot Standby System	A designated function within a High Availability or disaster recovery configuration. This function describes the context that the designated system is always in a perpetual ready state to service the

Term	Definition
	requests or needs of users. Traditionally traits of a Hot Standby system are: Always on; Data/content/configuration is continuously synchronized with the active system, however the actual ability to fulfill the requests or needs of users, is disabled until the identified failure of the primary or active system.
Individual	Denotes a single person or Entity as distinguished from a group or class, and also, distinguished the person or Entity from a partnership, corporation, or association.
Ingestion	The act of receiving and consuming data through any ArcSight supported collection component, mechanism, or function for the purposes of security operations analysis.
Instance	A unique instantiation of a component that provides a common set of functionality within an Implementation of the software or overall solution. Examples include, but art not limited to, multiple Instances of a connector used to service high volumes of Events, or multiple Instances of ESM. An Instance may run in a standalone manner or work in conjunction with other component Instances. By default an ArcSight Implementation will contain a minimum of a single Instance of the installed application or components.
Integration Connector	A Connector that has a primary responsibility of facilitating the exchange of information between two applications, typically where one is part of the ArcSight family of products. Unlike ingestion Connectors, Integration Connectors focus on, but are not limited to, the passing of synthesized information, command and control capabilities, as well as state information. Examples include, but are not limited to, connections with ITSM solutions, CMDBs, IAM solutions, etc.
Key Server	A computer, typically an Appliance that receives and subsequently serves existing cryptographic keys to users or other programs. The users' programs can be working on the same network as the Key Server or on another networked computer. The Key Server may also include a function or capability that participates in.
Licensed Capacity	The total EPS that results from one or more capacity purchase transactions. For Example, the organization makes an initial purchase of 1,000 EPS. In a subsequent purchase transaction another 2,500 EPS is acquired. In this example, the Licensed Capacity is 3,500 EPS.
Licensed EPS	Licensed EPS, is calculated based on Post-Filtered and Pre-Aggregated Events, and is counted on a rolling 45 day calendar. To establish a statistical median. The relevant metric for consuming licenses is by Events per Second (EPS).
Moving Median Events per Second (MMEPS)	The median value is the SEPS value that is a number in statistics that identify the middle of a data set. The Moving Median Events Per Second (MMEPS) is the Median SEPS value calculated by shifting the evaluation window one day every twenty-four hours keeping 45 days as the dataset. The clock definition for a day used for this calculation is defined by UTC time 00:00:00 to 23:59:59 regardless of local times that may be in use.
Multiplexing	The act of inserting a component within an input or output flow chain with the intent of making multiple individual Devices, Systems, or applications appear to be a single data stream or connection regardless of intent or intended purpose. In such situations, when a multiplexing technology is utilized within the ingestion data flow each Device, application, or System is to be counted separately and subject to any applicable licensing terms and conditions. In situations where multiplexing technology is utilized with the output or routing of data that derives either from one or more ArcSight applications or components, as well as any Guest Data that may be introduced to the Transformation Hub component, then each Target shall be counted separately and is subject to the applicable licensing terms and conditions for routing to non ArcSight family, or Micro Focus product destinations.
Non-compliance Finding	Results when an organization's MMEPS values exceed their Licensed Capacity for a minimum of forty-five consecutive days. This value is derived by taking the median value across the total consecutive days of non-compliance.
Not for Resale (NFR)	Refers to Not For Resale. A packaging and delivery term that denotes that the packaged software or solution, regardless of delivery method, may not be resold by the holder typically under any condition. Most commonly a classification of software made available by Micro Focus to its partners.
Nodes	Any physical or virtual Device within a network of other devices that is able to send, receive, and/or forward information.

Term	Definition
Non-Production	A designation for specific computing environment within an organization that is not responsible for the delivery of the day-to-day operations of the business, rather reserved for other purposes such as development, testing, etc. May also be a designation of a component, application, or system that is installed and running in an environment that is not associated with the day-to-day physical operations and service delivery of the organization. This would typically refer to instances installed in a lab environment for evaluation, development, testing, etc.
Post-Filtered	A designation of an Event that has not been removed for collection or analysis by a filter, regardless of the filter's location.
Pre-Aggregated	Denotes that the Event is counted as a singular entity, if it is counted, post- filtering. The aggregation capability of ArcSight is the ability to roll up or summarize the occurrence of multiple Events into a singular Event for the purpose of efficiency. To be counted pre-aggregation means that if ten of the same Events occur and are aggregated into a singular Event, then the ten Events are counted as ten unique Events not one singular Event.
SaaS Subscription	Refers to Software as a Service, or an application that is delivered in an environment that is hosted outside the user's environment. The consumer of the application does not have a perpetual right to the software and pays for accesses for a given period of time that renews at the application publisher's defined interval.
Server or SVR	Means any designated computer system in which an Instance or Instances of the software is installed.
Sustained EPS *or* SEPS	The "constant" Events Per Second that the system sustained within the twenty-four hour clock period. It normalizes peaks and valleys and gives a better indication of use. The formula used for this calculation is (EPD/(60*60)*24). For the purposes of this document, the clock period shall be considered 00:00 - 23:59 utilizing standard 24 hour UTC time.
System	A set of applications, components, Devices working together.
Target	A non-ArcSight or Non-Micro Focus third party destination of the data leaving any of the Micro Focus products, including but not limited to the Transformation Hub, SmartConnectors, or Logger, via Event forwarding.
Terabyte (TB)	Refers to Terabytes. A Terabyte has two definitions of size based on Decimal and Binary methods of computation. The Decimal representation for 1 TB = 1000⁴ equals or 1,000,000,000,000 bytes. The Binary representation for 1 TB equals 1024⁴ or 1,099,511,627,776 bytes.
User	A reference to a specific persons, Device, application, or System that engages in some way with the application with the intent to make use of one or more of the application's capabilities or functions.
Vertica Stored Data	Means the uncompressed data that is stored in a Vertica database, as if it such uncompressed data had been exported from the database in text format.

Software specific license terms

Software products with software specific license terms are described below.

As of **May 1, 2019** the following licensing model has been introduced:

ArcSight Enterprise Security Manager (ESM) Standard Edition

ESM provides an event collection, aggregation, monitoring and analytics solution that enables users to ingest events from a variety of sources via the ArcSight family of SmartConnectors and Transformation Hub part of the Security Open Data Platform. ESM facilitates real-time monitoring of events providing notification in one more user-defined conditions. As part of ESM's analysis capabilities, it provides real-time analytics consisting of event correlation and pattern detection of events across a range of one or more data sources. The results of the performed analysis are made known to the user through continuous monitoring and notification capabilities, as well as a comprehensive set of reporting capabilities.

Key points for Enterprise Security Manager Standard Edition

- ArcSight Enterprise Security Manager (ESM) Standard Edition is licensed by ingestion capacity measured in EPS that is calculated post-filter, pre-aggregation. Ingestion capacity is sold in tiers of: 100, 250, 500, 1000, 2500, 5000, 10000, 25000 and 50000. ESM, through use of the Forwarding Connector, may forward events to locations such as but not limited to high tier ESM implementations. When forwarding events from ESM, leveraging the Forwarding Connector, the only limits imposed are a result of hardware or performance constraints of the ESM software. No other limits are imposed.

- Users are included regardless of access via consoles or web users. Users and Devices are no longer counted or considered a relevant metric.

- No rights to forward data outside of ArcSight products without a separate purchase of Third Party Destination license. Use of Multiplexing technologies between ArcSight products and Third Party Targets is not permitted.

- The software may be installed without licensing impact, regardless of the number of Instances.

Software	Offering Includes
ArcSight Enterprise Security Manager (ESM) Standard Edition	- Enterprise Security Manager (v7.0 and higher) ingestion capacity in Licensed EPS - Transformation Hub (v2.21 and higher) equivalent Licensed EPS capacity to ESM - ArcSight Management Center (v2.9 and higher) for centralized ArcSight infrastructure management - SmartConnectors 7.11.0 and higher

ArcSight Logger Standard Edition

Logger provides an event collection, aggregation, analysis, and storage solution that enables customers to ingest events from a variety of sources inlcuding but not limited to the ArcSight family of SmartConnectors and Transformation Hub, and self-contained collectors. Once ingested, logs are stored in an immutable long-term compressed data store for use in various search, compliance, auditing and reporting activities as required.

Key points for Logger Standard Edition

- Logger Standard Edition is licensed by ingestion capacity measured in EPS that is calculated post-filter, pre-aggregation. Ingestion capacity is sold in tiers of: 100, 250, 500, 1000, 2500, 5000, 10000, 25000 and 50000. Forwarding data only limited to the hardware or performance constraints of the Logger software.

- No rights to forward data outside of ArcSight products without a separate purchase of Third-Party Destination license. Use of Multiplexing technologies between ArcSight products and Third-Party Targets is not permitted.

- GB/d is no longer a relevant metric.

- The software may be installed without licensing impact, regardless of the number of Instances

- Logger 7.0 has ability to connect to Investigate's Vertica database and create reports on Investigate's data. This feature should not be used to connect to any other Vertica database other than ArcSight Investigate's Vertica database.

Software	Offering Includes
ArcSight Logger Standard Edition	- Logger (v6.7 and higher) ingestion capacity in Licensed EPS - Transformation Hub (v2.21 and higher) equivalent Licensed EPS to Logger - ArcSight Management Center Instance (v2.9) for centralized ArcSight infrastructure management - SmartConnectors 7.11.0 and higher

ArcSight Investigate Standard Edition

Arcsight Investigate Standard Edition is a high-capacity, threat-investigation solution that enables users to search through and analyze vast amounts of event data for anomalies associated with such entities as users, IP addresses, and network assets. Information yielded from a search can help users detect and investigate breaches.

Key points for Investigate Standard Edition

- Investigate Standard Edition is licensed by ingestion capacity measured in EPS that is calculated post-filter, pre-aggregation. Ingestion capacity is sold in tiers of: 100, 250, 500, 1000, 2500, 5000, 10000, 25000 and 50000.

- This LTU does not permit the use of Vertica Premium Edition on a standalone basis, such as but not limited to, using third-party business intelligence tools, loading data directly into the database or performance ad hoc queries independent of Micro Focus Security ArcSight Investigate.

- No rights to forward data outside of ArcSight products without a separate purchase of Third-Party Destination license. Use of Multiplexing technologies between ArcSight products and Third-Party Targets is not permitted.

- The software may be installed without licensing impact, regardless of the number of Instances.

Software	Offering Includes
ArcSight Investigate Standard Edition	• Investigate (v2.3 and higher) ingestion capacity in Licensed EPS • Transformation Hub (v2.21 and higher) equivalent Licensed EPS to Investigate • ArcSight Management Center Instance (v2.9) for centralized ArcSight infrastructure management • Vertica - 2 TBs for every 100 Investigate EPS (250 tier will receive 4 TBs) – limited for Investigate use only • SmartConnectors 7.11.0 and higher

ArcSight Management Center (ArcMC) Software per Instance

ArcSight Management Center Software is a centralized security management center that manages large deployments of ArcSight solutions such as an ArcSight Logger, ArcSight Investigate, ArcSight ESM, ArcSight SmartConnector, ArcSight Connector Appliances and Transformation Hub through a single interface. Automates log collection and log management.

Key points for ArcSight Management Center Software

- When included in the Standard Edition license for ESM, Investigate and Logger ArcSight Management Center per Instance software product is limited only by hardware capacity. The software may be installed without licensing impact, regardless of the number of Instances.

- When purchased for connector hosting services (e.g. Appliance) ArcMC requires concurrent or prior purchase of a Connector Hosting server (example C6600 server).

Security Open Data Platform (SODP)

Using an open architecture, Security Open Data Platform (SODP) centralizes security data ingestion, infrastructure configuration management and monitoring, and data queuing, transformation and routing to ArcSight analytics ecosystems like Enterprise Security Manager (ESM), Logger and Investigate, or to third party software.

Key points for Security Open Data Platform

- Security Open Data Platform is licensed by ingestion capacity measured in EPS that is calculated post-filter, pre-aggregation. Ingestion capacity is sold in tiers of: 100, 250, 500, 1000, 2500, 5000, 10000, 25000 and 50000. Forwarding data only limited to the hardware or performance constraints of the SODP software.

- When deployed with a Connector hierarchy where one or more Connectors is forwarding data to a higher tier Connector, that is in turn forwarding the same data to the Transformation Hub, the aggregated EPS may not exceed the Licensed EPS capacity of the Destination products (i.e. ESM and Logger).

- Security Open Data Platform may be used independently from ESM, Logger or Investigate for the purposes of data ingestion, transformation and routing from one or more sources to one or more Targets. Any use of the SODP that involves the routing of data to a Target must be licensed via the ArcSight Third Party Destination per Target license SKU. Minimum of 1 license required.

Software	Offering Includes
Security Open Data Platform (SODP)	▪ Event Broker renamed Transformation Hub (v2.21 and higher) ingestion capacity in Licensed EPS ▪ ArcSight Management Center Instance (v2.9) for centralized ArcSight infrastructure management ▪ SmartConnectors 7.11.0 and higher

Micro Focus ArcSight SmartConnectors

ArcSight SmartConnectors are designed to retrieve data from Servers or other Event sources in customer environments, normalize that data, and feed it into Micro Focus products. Unless licensed under the Third-Party Destination per Target license, SmartConnectors may not be used to feed event data into any non-Micro Focus or ArcSight products.

- The following Connectors are included under the SmartConnector entitlements:

  - FlexConnector which is a software development product ("SDK") that enables monitoring of Devices not supported by Micro Focus ArcSight software.

  - Quick Flex Parser Tool generates parser file used in FlexConnector framework.

  - Connector Load Balancer provides a "connector-smart" load balancing mechanism by monitoring the status and load of the SmartConnectors.

Third Party Destination add-on per Target

The Third Party Destination add-on per Target license provides the entitlement rights to forward Event data to a Non-ArcSight or Micro Focus product.

Key points for Third Party Destination Add-On per Target

- A Third Party Destination license is required for any data placed on the Transformation Hub that was not placed by an ArcSight, or Micro Focus family connector, collector or product.

- Requires prior or parallel purchase of either Logger, ESM, Investigate or Security Open Data Platform.

- QTY 1 is required for each unique Target.

Transformation Hub – formerly ArcSight Event Broker

Transformation Hub is part of the ArcSight family of products that provides an enterprise message delivery bus, raw data normalization, enrichment, and transformation capabilities for security operations.

Key points for Transformation Hub

- The entitlement for Transformation Hub is included in the "Standard Edition" products and Security Open Data Platform.

Licenses are equivalent to the Licensed EPS for the "Standard Edition" or Security Open Data Platform (SODP) product which includes the Transformation Hub.

Appliances

As of **May 1, 2019**, Micro Focus's ArcSight appliances are sold separately from the software (see matrix below). Customers can add capacity using the older model, if they are not on the latest versions.

Appliance	Offering Includes
ArcSight L7600 for Logger Gen9 Server	Hardware Appliance for Logger only, preloaded with the applicable Logger image. Software is licensed separately. Server can be used for production, non-production or HA purposes. Max capacity of 10,000 EPS. Only for Software Versions 6.7 and higher.
ArcSight L7700 for Logger RHEL Gen10 Server	Hardware Appliance for Logger only, preloaded with the applicable Logger image. Software is licensed separately. Server can be used for production, non-production or HA purposes. Max capacity of 10,000 EPS. Only for Software Versions 7.0 and higher.
ArcSight E7600 for ESM Gen9 Server	Hardware Appliance for ESM only, preloaded with the applicable ESM image. Software is licensed separately. Server can be used for production, non-production or HA purposes. Max capacity of 10,000 EPS. Only for Software Versions 7.0 and higher.
ArcSight E7700 for ESM RHEL Gen10 Server	Hardware Appliance for ESM only, preloaded with the applicable ESM image. Software is licensed separately. Server can be used for production, non-production or HA purposes. Max capacity of 25,000 EPS. Only for Software Versions 7.2 and higher.
ArcSight C6600 Gen9 for Connector Hosting Server	Hardware Appliance for Connector hosting only, preloaded with the applicable Connector Appliance image. Software is licensed separately. Server can be used for production, non-production or HA purposes. Max capacity of 10,000 EPS. Only for Software Versions 2.9 and higher.
ArcSight C6700 for Connector Host RHEL Gen10 Server	Hardware Appliance for Connector hosting only, preloaded with the applicable Connector Appliance image. Software is licensed separately. Server can be used for production, non-production or HA purposes. Max capacity of 10,000 EPS. Only for Software Versions 2.93 and higher.

Interset Security User and Entity Behavioral Analytics

Interset provides a security analytics capability, also known as Interset Security User Entity Behavioral Analytics (UEBA), whereby entities such as user accounts, workstations, and servers, are scored for risk based on the scope and scale of anomalies observed. It uses online unsupervised machine learning, which means that the solution automatically builds baseline data for all behaviors being monitored (aka, models). The actual models that are triggered are determined by the type of data being ingested as well as the data attributes that are present in the data.

The license entitlements are based on the number of entities being monitored. The most common metric used for license entitlements is the number of employees and/or contractors being monitored by the solution. However, in some scenarios where the number of entities does not provide an appropriate proxy for the desired use case, a different entity type may be used.

A Managed entity is something that Interset scores for risk. Interset assigns a risk score to entities, and continuously modifies the risk score based on observed behaviors. Interset identifies entities directly in the data, as data is streamed into the platform.

The list of supported managed entities as of version 5.7 are:

- User accounts
- Projects
- Shared drives
- Machines (aka, workstations)
- Domain controllers

- IP addresses

- Resources

- Servers

- Websites

- Printers

- Files

License Compliance Measurement

As of **May 1, 2019** Micro Focus has adopted the following method as a means to assess and evaluate whether there has been a violation of the ALA by a customer:

Overview

In the due course of proper utilization of a SIEM solution, activities and events may conspire where an organization may briefly exceed their licensed EPS. Examples of legitimate business reasons for these events include, but are not limited to:

- Organized attack by an outside entity upon the organization

- Configuration and tuning as a result of implementation of new operational use cases

- Onboarding new Devices, Application Servers, Systems, etc. that temporarily result in an event spike while proper tuning is then carried out

How Compliance Is Calculated

In attempting to account for conditions that occur within the due course of business that may result in temporary overages exceeding the Licensed Capacity, the Moving Median Events Per Second (MMEPS) is calculated and it is this value that is evaluated against the total Licensed Capacity.

Assessment of Compliance

Should an organization's MMEPS calculation exceed their Licensed Capacity for less than five days, and then the MMEPS value returns to less than the Licensed Capacity then this shall not constitute a violation of the license agreement.

If an organization's MMEPS calculation should exceed their Licensed Capacity exceeding the 5 concurrent day threshold, the organization shall have up to 45 days to contact Micro Focus and address the overage without incurring an infraction. Should the overage go for 45 consecutive days with no correction, this shall be considered a Non-compliance Finding.

Any organization found to be in breach of the license agreement shall be responsible for the difference between the Licensed Capacity and the Non-compliance Finding. An organization may be found liable for multiple Non-compliance Findings. Penalties may be assessed independently for each Non-compliance Finding identified.

Excluded Events

Any events that are generated by an ArcSight Collector, Connector, User Interface, Correlator, etc. (generally referred to as ArcSight Component) for the purposes of diagnostics, systems monitoring, auditing, etc. shall not be counted or considered in evaluation of license compliance. These events are there so that the customer may properly diagnose and troubleshoot issues either alone or with the assistance of Technical Support.

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 Micro Focus ArcSight software with applications other than the Micro Focus 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.
E. Additional third party terms	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**; (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.
F. Additional Confidentiality Terms	The software, Micro Focus ArcSight Documentation and technical information and other code or data of any type provided by Micro Focus (or its agents), are Micro Focus 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.

	Term
	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 Micro Focus 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 MICRO FOCUS'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. MICRO FOCUS 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 Micro Focus ArcSight products.

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