

ADDITIONAL LICENSE AUTHORIZATIONS

For HP ArcSight Software products

PRODUCT USE AUTHORIZATIONS

This document provides Additional License Authorizations for the following HP ArcSight Software products of HP's IT Performance Suite Software:

Products	Products (continued)
HP ArcSight Enterprise Security Manager (ESM)	HP ArcSight Express
HP ArcSight ESM Console	HP ArcSight Monitored Devices
HP ArcSight ESM Viewer	HP ArcSight Monitored Desktops
HP ArcSight ESM Compliance Insight Packages (CIP)	HP ArcSight Monitored Vulnerability Assessment Scans
HP ArcSight ESM Web	HP ArcSight Logger Appliance
HP ArcSight ESM Appliance	HP ArcSight Logger Software
HP ArcSight Standard Connectors	HP ArcSight Logger Compliance Insight Packages (CIP)
HP ArcSight Flex Connector Kit	HP ArcSight Connector Appliance
HP ArcSight IdentityView	HP ArcSight Network Configuration Manager
HP ArcSight Interactive Directory	HP ArcSight Network Configuration Manager Audit Packages
HP ArcSight Pattern Discovery	HP ArcSight Threat Response Manager

Definitions

Capitalized terms not otherwise defined in this Additional License Authorizations 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>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, Licensee is required to switch on and start the Cold Standby System in order to take over for the production system.
<i>Connector or Conn</i>	means an integration element to a certain software, Device format or function through use of the HP Software Product.
<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 Licensee 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.



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Term	Definition
<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 Licensee's 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.
<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 Licensee.
<i>Implementation or Imp or IMP</i>	means a separate ESM Manager instance; when associated with the number 1 ,means the first Implementation reported against or when with associated with 2+ means additional Implementations reported against.
<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 the internal operations or functions of Licensee.
<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>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>Use</i>	means to install, store, load, execute and display once 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 Machine(s) or VM(s)</i>	means a computer that does not physically exist but is simulated by another computer.

Software specific license terms

For Software Products with software specific license terms, these terms are described below. Software Products covered by this additional license authorization (as listed on the first page under Product use authorizations) and not covered in this section do not have software specific license terms.

HP ArcSight Enterprise Services Manager

HP ArcSight Enterprise Services Manager is licensed per Core.

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 in the corresponding price list SKUs.

HP ArcSight Logger

HP ArcSight Logger is licensed per GB/per day and when licensed with an Appliance is also limited to a maximum number of Devices and total searchable space measured by GB per instance as indicated in the product description for the specific HP ArcSight Logger license.

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® on the same server) count as a single Device. Licensee is 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 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.

HP ArcSight Flex Connector Kit

HP ArcSight Flex Connector Kit is a Software development product ("SDK") that allows Licensee 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 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. Licensee's license to use the Flex Connectors expires upon termination or expiration of Licensee's 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.

Additional license terms

The Software described in this Additional License Authorization (“ALA”) is governed by the agreement set forth on the quote for the order referencing this Software. The terms of this ALA shall govern delivery of the Software and specifically take precedence over any different terms in such agreement to the extent of a conflict.

Term	Definition
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B.	Licensee shall install and use the Software as authorized in the applicable Agreement only as a complete product and may not use portions of such Software on a standalone basis separate from the complete Software unless expressly authorized in the Transaction Documents, Specifications or an applicable Agreement.
C.	Licensee shall not access the embedded Oracle ® database or any other third-party product embedded in the H_P ArcSight Software with applications other than the HP ArcSight Software.
D.	Licensee agrees that HP may audit relevant books and records (including electronic), devices computers and systems of Licensee and its service providers, consultants and contractors (collectively, “Contractors”) relating to the Software in order to verify Use of the Software in compliance with the Software license terms (“License Terms”) . HP may make copies of any such books and records. HP may conduct the audit itself, or at its option may use an independent third party and may assign its right to audit to Oracle if the audit relates to Oracle software that is embedded in the Software. Audits may be conducted at any sites of Licensee, and its Contractors where copies of the Software are installed, Used or accessed, including remotely. HP will bear its own costs in connection with an audit. HP shall provide at least twenty one (21) calendar days prior notice of any audit, except when it has reasonable cause to suspect that there is an infringement of its intellectual property rights, in which case only two (2) working days’ notice is required. Any audit would be performed during Licensee’s normal business hours in a manner that minimizes disruption to Licensee’s business. Licensee and its Contractors shall provide HP and its auditor with all assistance reasonably required in order to carry out the audit. If an audit reveals underpayments, then Licensee will pay HP such amounts invoiced by HP based on the prices for the Software license and Support fees specified in the local published HP price list in effect on the date of completion of the audit. If the underpayment exceeds by 5% the prices payable by Licensee for the Software and Support during the period covered by the audit, then Licensee will also pay the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section . HP may report the results of any such audit to Oracle if the audit has reviewed the use of Oracle software embedded in the Software. HP’s rights and remedies in this section shall be without prejudice to any additional rights or remedies it may have at law or in equity for Licensee’s non-compliance with these License Terms. Licensee shall cause its Contactors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.
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F.	Licensee acknowledges and agrees that the Software (i) accumulates and organizes security information that, in the wrong hands, could serve as a blueprint of Licensee’s security system and its vulnerabilities and that any disclosure of such information could result in substantial harm to Licensee and others. Licensee will be solely responsible for any disclosure of such information; and (ii) is designed to give the user emergency administrator-level control over Licensee’s 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. Licensee assumes all risks associated with the operation of such networking products.
G.	Licensee shall not 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 End User creates 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, End User must promptly publish broadly an accurate specification for such API for free use by all developers. Oracle and Java Trademarks and Logos. Licensee may not use an Oracle America, Inc. name, trademark, service mark, logo or icon. Licensee acknowledges 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 End User 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 THIRDPARTYLICENSEREADME.txt file that can be accessed from the ancillary.txt file.

Term	Definition
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I.	<p>Licensees of HP ArcSight Logger must enable and utilize the archiving functionality offered in the product to back up data on a daily basis. In the unanticipated event in which data corruption occurs, the backup data will help Licensee to restore the data for search and reporting purposes.</p>
J.	<p>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.</p>
K.	<p>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.</p>
L.	<p>The provisions of the Uniform Computer Information Transactions Act shall not apply to any license of the HP ArcSight Products.</p>

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5900-1692, Created November 2011

