

# ADDITIONAL LICENSE AUTHORIZATIONS

For HP ArcSight Products

## PRODUCT USE AUTHORIZATIONS

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

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

## 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>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>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.



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

## HP ArcSight Product specific license terms

For HP ArcSight Products with software specific license terms, these terms are described below. 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 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 is licensed per Core.

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

Appliance	Offering includes
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

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

### 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-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-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-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-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-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.

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. 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 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.

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® 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 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 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 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. 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.

## 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-C5400 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 Threat Response Manager

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

Appliance	Offering includes
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

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

<i>A. Confidentiality of third party software.</i>	Software contains Software and associated Specifications licensed from third parties that are confidential to, and trade secrets of, such parties. Licensee will not take any action other than to Use it as authorized under the Agreement and this ALA as part of the Software Products and will not disclose it to third parties.
<i>B. Complete Product</i>	Licensee 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 Transaction Documents, Specifications or an applicable Agreement.
<i>C. Additional Software License terms</i>	Licensee 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.
<i>D. Audit</i>	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 Contractors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.
<i>E. Performance Information</i>	Licensee 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>F. Security and Network Acknowledgements</i>	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.
<i>G. Additional third party terms</i>	Licensee 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 Licensee 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, Licensee 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 <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 Licensee 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.

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*H. 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 without any marking or further designation ("Confidential Information"). Licensee will hold in confidence and not use or disclose any Confidential Information, except as expressly permitted in the Agreement and this ALA. .

Licensee's nondisclosure obligation will not apply to information which Licensee 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 Licensee (iii) is rightfully obtained by Licensee from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees or contractors of Licensee who had no access to such information.

Licensee 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. Licensee 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 Licensee ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict Licensee 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.

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*I. Logger Back-ups*

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.

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*J. 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.

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*K. Additional Governing Law Terms*

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

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