

EMC SOFTWARE USE RIGHTS

EMC® software products (“Software”) are licensed by EMC to customers who order directly from EMC (“Direct End-Users”) under a signature bearing agreement between EMC and the Direct End-User or under the terms of an End-User License Agreement (“EULA”) that is between EMC and the entity making productive use of the Software. The EULA is either in a hard-copy format that is shrink-wrapped to the software media packaging or stated in an electronic “click-wrap” or click-to-accept format that must be electronically accepted prior to downloading and/or installing the Software. EMC also provides Software to its Channel Partners (organizations that resell the license directly to or through additional tiers of resellers to the organization that makes productive use of the Software [“Indirect End-User”]). Channel Partners are required to obtain a written, signed license with the Indirect End-User in a format that meets EMC license requirements, unless the Software is accompanied by the EMC EULA. The information in this Software Use Rights (“SUR”) document is provided to further define the license rights and limitations for Software products.

Software is licensed via a unit of measure that quantifies the scope of the license rights being granted on the basis of the particular licensing model used by EMC for such Software. These licensing models are described in this document. The unit of measure applicable to the Software being offered pursuant to an EMC Quote may be designated in the Software product description in the EMC Quote by the codes described in the following document.

EMC SOFTWARE MODELS

REGISTERED CAPACITY MODEL

Model Description

Licensing and pricing is based upon the Registered Capacity of one or more storage array, Server, or other device(s) on which the Software is licensed for use. The Registered Capacity describes the maximum quantity of data for which the functionality of the Software is authorized for use. The total capacity of the device may exceed the Registered Capacity that the Software is licensed to operate on.

Software that is licensed on the basis of Registered Capacity is typically licensed for use only on a specifically identified storage array or other hardware device. Each storage array or other hardware device requires the purchase of (i) an initial base product (independent of Registered Capacity) and (ii) an additional quantity of add-on products that reflect the amount of Registered Capacity on which the applicable Software is authorized for use. Customers may subsequently determine they need to use the Software in connection with an amount of data that exceeds the current Registered Capacity. In such cases, customers must either purchase an appropriate number of additional licenses to cover the increase in the Registered Capacity, or purchase a new base product plus Software in instances where a capacity limitation has been reached.

Unit of Measure	Code(s)
Registered Capacity of the storage array or other hardware device in one terabyte (TB) increments	REG-TB

Model Specific Terms and Conditions

- The purchase of a base product license plus add-on product licenses (which are measured by Registered Capacity) are both needed to use the Software product(s).

RAW CAPACITY MODEL

Model Description

Licensing and pricing is based upon the total capacity of the storage array or other devices on which the Software is licensed for use. Software licensed on the basis of Raw Capacity is typically licensed for use only on a specifically identified storage array. This model uses a “base plus capacity” approach as described in the Registered Capacity model above, where the customer purchases one base product license and then purchases incremental capacity add-on product licenses to equal the raw capacity of the system on which the Software will operate.

Unit of Measure	Code(s)
Raw Capacity of the storage array or other hardware device in one terabyte (TB) increments	RAW-TB

Model Specific Terms and Conditions

- A base product license plus add-on product licenses (which are measured by Raw Capacity) are both needed to use the Software product(s).

INSTANCE MODEL

Model Description

Licensing and pricing is based upon a host machine and is characterized by the nature of the host platform. It includes servers that run a single instance, partition, or virtual machine as well as servers that run multiple instances, partitions, or virtual machines (both physical and virtual machines). (Each partition running the application constitutes an instance.) This model is intended to be used with server-based Software and Software that is licensed to a specific storage array.

Unit of Measure	Code(s)
The number of physical or virtual machines or hosts that the Software runs on (“Instances”).	IN-SVR (server) IN-VM (virtual machine) IN-ARY (storage array) IN-NOD (node)

Model Specific Terms and Conditions

- Server-based Software licensed in accordance with the Instance model is generally priced for a particular OS type, such as Windows, Solaris, etc.
- An Instance license may provide support for only a single application type, such as Exchange or Oracle.

MANAGED ENTITY LICENSING MODEL

Model Description

Licensing and pricing is based upon the total number of entities being managed or inspected by the Software. An entity is defined as any singular item being managed or monitored by the EMC Software and can include third-party hardware, a running instance of a software program, an abstract resource (such as an email inbox), or a user. The Software licensed under this model may be used on or with a specific entity or quantity of entities of a specified type.

Examples of physical devices include, but are not limited to: routers, switches, firewalls, load balancers, storage arrays, NAS data movers, NAS systems, blades, and IP phones.

Examples of instances of a software program include, but are not limited to: databases, volume managers, file systems, operating systems, hypervisors, backup software systems, and CMDB systems. An example of an abstract resource is an email inbox being inspected or managed by the Software product. An example of a user as a managed entity is a user that authenticates to a VPN or some other system using the Software product.

Unit of Measure	Code(s)
The total number of entities being managed or inspected by the Software.	ME-DVC (device) ME-SW (software) ME-INBX (inbox) or MAILBX ME-USR (user)

Model Specific Terms and Conditions

- Managed Entity Metric Considerations: Under this licensing model, some Software will be licensed by the total number of entities the Software is interacting with while other Software will be licensed for specifically identified entities.

PROCESS RATE LICENSING MODEL

Model Description

Licensing and pricing is based upon the cumulative amount of work done by the Software over a specified time period.

Unit of Measure	Code(s)
The amount of work processed by the Software over a specified period of time.	PR-PG-YR (pages per year) or PPY

Model Specific Terms and Conditions

- Tiered pricing (price per mailbox decreases as the number of email mailboxes purchased increases).
- Licensing for EMC EmailXtender is limited to the sole and exclusive benefit and use of the user. License rights may not be further assigned or sublicensed to any other party for any other purpose.

CONSUMPTION RATE LICENSING MODEL

Model Description

Licensing and pricing is based upon the cumulative number of units consumed over a specified time period.

Unit of Measure	Code(s)
The number of units to be consumed over a specified period of time.	CR

NAMED USER LICENSING MODEL

Model Description

Licensing and pricing is based upon the total number of unique named users or seats accessing the Software, whether such users are actively using the Software, or accessing the Software at any given time. If a named user of the Software leaves the employ of the customer, or moves into a role that doesn't require access to the Software, the seat does not have to be relinquished by the customer, but can be reassigned to a different named user.

Unit of Measure	Code(s)
The number of named users or seats accessing the Software.	NU-UID (user ID) or USR NU-SEAT (seat) or ST

CONCURRENT USER LICENSING MODEL

Model Description

This model specifies the maximum number of concurrent users who are accessing the Software at any instance in time.

Unit of Measure	Code(s)
The number of concurrent users accessing the Software at any instance in time.	CU-UCNT

CPU MODEL

Model Description

Licensing and pricing is based upon the total number of CPUs present in the computer upon which the Software will operate. A two-tier system is used based on the number of Cores present. These two tiers can be combined as needed on CPUs with greater than 12 Cores. Neither tier can be split across more than one CPU.

Unit of Measure	Code(s)
The number of compute cores (“Core”) present in the computer/CPU upon which the Software operates.	CPU-1-6 (1 to 6 Cores) CPU-7-12 (7 to 12 Cores)

ADDITIONAL INFORMATION

Software Access and Use Requirements

Except as otherwise agreed in writing, licenses are required for each device/user accessing or using the Software, notwithstanding any non-EMC technology used to: (i) reduce the number of devices or users the Software directly manages; (ii) pool connections; or (iii) reduce the number of devices/users accessing or using the Software.

Pure Custom Client

Per-Seat licenses of Pure Custom Client are required for each user of each software application accessing a Content Server repository and deploying full read/write access to the Content Server, including applications providing end-user access via application servers, commerce servers, Web servers, or personalization servers.

Read-Only Client

Per-Seat licenses of Read-Only Client are required for each user of each software application accessing a Content Server repository and deploying read-only access to the Content Server, including applications providing access via application servers, commerce servers, Web servers or personalization servers on your behalf. Use of the Read-Only Client is limited to accessing the following Content Server functionality only: individual login, individualized security, query/search capability, viewing of content and properties, and personalized delivery of content based on user or information and/or security. Access to the following functionality is excluded from the Read-Only Client license: import or creation of new content, editing of existing content or properties (check in/checkout), creation of and participation in workflows, promotion or demotion of content in a lifecycle, creation of lifecycles, or any other operation that changes the content of a Content Server repository.

Captiva Input*Accel* (IA) and Documentum Reporting Services (DRS)

Each licensed installation of IA and DRS includes a single copy of SAP's Business Objects Crystal Reports Designer, which you may use solely in connection with your licensed use of IA or DRS, and only with data created or used by IA or DRS. You may not install more than one copy of Crystal Reports Designer per licensed installation of IA or DRS.

TEMPORARY TERM EXPIRING LICENSES

Evaluation and Other Non-production Use Licenses

In certain instances and at EMC's discretion, EMC may grant a short-term license for the purpose of demonstration, evaluation, or some other non-production internal use. Such license may be issued as a 30-day license for standalone Software or a 90-day license for array-based systems Software. At the end of the temporary term, the license to use the Software expires and the Software may cease to operate. The temporary term begins once the licenses are made available (e.g., either by making the Software available for download or by delivering the CD to the customer).

Failover Expiring Licenses

Each license entitlement includes the right to run the Software on a separate computer in a failover environment for up to 30 separate days in any given calendar year for purposes of emergency management. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Software. License keys for such licenses must be obtained from EMC by making a request through EMC Powerlink®.

Backup Testing Expiring License

For the purpose of testing physical copies of backups, license rights include the capability to run the Software on an unlicensed computer for up to 30 days in any given calendar year. License keys for such licenses must be obtained from EMC by making a request through Powerlink. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Software.

Emergency Expiring License

EMC will allow and support the use of emergency licenses for customer critical situations, such as getting back into production in a disaster recovery situation or resolving a situation with an incorrect License Key being delivered. Each license entitlement includes the right to run the Software on an unlicensed separate computer for up to 30 separate days in any given calendar year. License keys for such licenses must be obtained from EMC by making a request through Powerlink. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the software.

Service License

EMC will allow the use of service-related licenses for customer situations in conjunction with EMC's support organization when initiated and used by EMC support personnel. The license includes the right to run the Software on an unlicensed separate computer for up to 30 separate days in any given calendar year.

MOVE POLICY

A "move" of a Software license is defined as when the original licensee stops using a Software product on one system or device and begins using it on another of the licensee's own systems or devices.

Software Type	Moveable?	Comments
Operating Environment	No	This Software is licensed solely for use on the hardware device on which it is shipped; therefore, the license is not eligible to be moved to another device.
Platform	Yes	Permitted, provided: Software is under maintenance; customer agrees to discontinue use of the Software on the original EMC hardware system; the features, functionality, and price of the Software are the same on the new and old EMC hardware systems; the source EMC hardware system is technologically compatible with the target EMC hardware system; the move is not prohibited by the product support agreement; any applicable move fees are paid to EMC. Given the above constraints, the following additional rules apply: <ul style="list-style-type: none">• Moves from multiple systems to one system (consolidation) are allowed.• Moves from one system to two or more systems are not allowed, as a software license is indivisible.• Moving a raw capacity license to a second system for use as a registered capacity license is not allowed and vice versa.
Open	Yes	Permitted, provided: Software is under maintenance; customer agrees to discontinue use of the Software on the original host system; the features, functionality, and price of the Software are the same on the new and old host systems; the source host system is technologically compatible with the target host system; any applicable move fees are paid to EMC.

TRANSFER POLICY

"Transfer" of a Software license is defined as when the original licensee has stopped using a Software product and wants to sell or otherwise transfer the rights to use the Software to a secondary purchaser. EMC does not allow transfers under any circumstances; in all cases, the secondary purchaser must purchase a new license to run the Software.

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