

# EMC Software Use Rights

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### Introduction

The Software use rights set forth in this document (the “SUR”) apply to use of Content Management, Backup and Archiving Application Software (“Software”) licensed under the applicable software license agreement or Basic Ordering Agreement referencing this SUR (the “Agreement”). Capitalized terms used but not defined in the SUR shall have the meanings ascribed to such terms in your Agreement. The version of the SUR effective as of the date of a particular order shall govern your use of the ordered Software.

This document is divided into three sections:

- 1) [General License Terms](#) – this section sets forth terms and conditions that apply to all Software;
- 2) [Unit of Measure \(“UOM”\) License Terms](#) – this section describes the units of measure that define the scope of Software licenses; and
- 3) [Product Specific License Terms](#) – this section sets forth specific licensing terms for certain Software products, including [CPU-Based Products](#), [Mailbox-Based Products](#) and [Seat-Based Products](#).

### 1. General License Terms

- 1.1. **Non-Production Usage.** You may make a reasonable number of copies of your licensed Software for non-production, backup purposes only. Except as otherwise agreed in writing, copying the Software for use in testing, development, disaster recovery, or training environments requires separate licenses subject to payment of Software license and maintenance fees.
- 1.2. **Using More Than One Product or Functionality Together.** You must license each product and separately licensed functionality used on a device or by a User. For example, if you use Business Process Manager with Documentum Content Server, you must license both products separately.
- 1.3. **Test Results.** You must obtain EMC’s prior written approval to disclose to a third party the results of Software performance benchmark tests performed by you or your agents.
- 1.4. **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.
- 1.5. **No Separation of Software.** Except as otherwise agreed in writing, you may not separate the software for use in more than one operating system environment under a single license, even if the operating system environments are on the same physical hardware system.
- 1.6. **Third-Party Products.** Third-party products designated by the code “TP” at the end of the product description are subject to the terms of the third-party manufacturer’s agreement. Such products are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. If no such agreement is provided, such products are provided "AS IS." You shall have recourse only to the manufacturer, not EMC, for all such warranty, service, or support obligations.

## 2. Unit of Measure (“UOM”) License Terms

**Units of Measure.** Software is licensed via a unit of measure (“UOM”) used to quantify the scope of your license rights based on a particular licensing model for such Software. Some Agreements refer to the UOM as a “license unit.” Use of the Software beyond the scope of the rights granted to you requires additional or modified license grants, and additional payment of applicable license and maintenance fees. The Unit of Measure applicable to the Software you have licensed pursuant to an EMC Quote may be designated in the Software product description by the codes listed here:

Unit of Measure	Code	
Central Processing Unit	CPU	The maximum number of CPUs upon which you may install and use this Software. A CPU is the central processing unit within a computer system.
Cluster Host	CHST	The maximum number of Cluster Hosts upon which you may install and use this Software. A “Cluster Host” is defined as a Host (defined below) that belongs to two or more Nodes (defined below) that are connected and appear to network Users as a single, highly available system.
Concurrent Connections or Concurrent Seat	CNC or CC (a to b) ST (where “a to b” indicates the quantity range of concurrent connections)	The maximum number of Users or client connections that may concurrently use or access the Software.
Data Zone	DZ	The maximum number of Data Zones with which you may install and use this Software. A Data Zone is defined as a group of computers administered by a single instance of NetWorker Server software installed on a computer system.
Docbase	DOCB	The maximum number of Docbases with which you may use the Software. A “Docbase” is a data repository that stores persistent objects managed by Content Server, such as content files on a file system and metadata in the database. An installation of Content Server can have multiple Docbases. Each Docbase is uniquely identified by a repository ID, and is comprised of a database and a storage area.
Drive	DRV	The maximum number of Drives on which you may use the Software. A “Drive” is defined as a storage unit that reads from and writes to backup volumes. A storage unit can be a tape device, optical drive, autochanger, or file connected to a computer running an instance of NetWorker Server or NetWorker Storage Node software.
Frame	FRM	Software designated by the code “FRM” or that contains the term “Frame” at the end of the product description, or in the Quote line item is licensed on a “per-Frame” basis, meaning the Quote sets forth the maximum number of Frames on which you may use the Software. A “Frame” is defined as a storage array, including but not limited to EMC Symmetrix, EMC CLARiiON, EMC Celerra, or EMC Centera.
Gigabytes Terabytes Petabytes	GB TB PB	The maximum computer data storage capacity of the computing device, storage array or database managed by the applicable Software. For purposes of this SUR, a GB is approximately 1,073,741,824 bytes, a TB is approximately 1,099,511,627,776 bytes, and a PB is approximately 1,125,899,906,842,624 bytes.
Host	HST	The maximum number of Hosts on which you may use the

		Software. A "Host" is defined as an installed instance of the Software containing data accessed by a User.
Instance	INST	The maximum number of individual installations of a Software application, or "Instances," you may use at the same time.
Mailboxes	MAILBX(S)	The maximum number of Mailboxes you may deploy using the Software. A "Mailbox" is defined as an individual repository for electronic mail associated with a single individual or a single group including all file structures and associated software but excluding any archives, copies or backups to the individual repository.
Node	ND	The maximum number of active Nodes on which you may install and use this Software in a cluster environment. A "Node" is defined as a processing location, such as a server, computer, client or some other device, capable of processing data and linked to other such devices via a network.
Pages Per Year	PPY	The maximum number of Pages that may be processed, on a single server, per year. A "Page" is defined as a single-sided document image.
Port	PRT	The maximum number of hardware and/or software ports available to the host on which you may install and use this software.
Seat or User	ST or USR	The maximum number of Users that may be authorized to use or access the Software, regardless of whether such Users are actively using or accessing the Software at any given time. Except as otherwise agreed in an applicable Agreement, "User" means your agents, employees, consultants or independent contractors authorized by you to use the Software on your behalf.
Server	SRVR / SVR	The maximum number of physical servers on which you may install and use this Software.
Slot	SLT / SLOT	The maximum number of Slots on which you may install and use this Software. A "Slot" is a location within a tape library that can hold a single tape cartridge. A tape cartridge is also called a "Volume" to which backup data is written and stored by the User.
Volume	VOL	The maximum storage Volume of the computing device, storage array or database managed by the applicable Software. "Volume" is defined as the physical storage medium such as magnetic tape, optical disk, or file system to which backup data is written and stored by the User; or an identifiable unit of data storage that may reside on one more computer disks.

### 3. Product Specific License Terms

3.1. **Certain CPU-Based Products.** The following Software is licensed on a "per CPU" basis and the additional rights and restrictions as set forth below.

3.1.1. **Business Process Services.** CPU-based licenses of Business Process Services are required when content from a Content Server repository is delivered or captured to/from Users as part of a business process.

3.1.2. **Content Distribution Services (CDS).** CPU-based licenses of CDS are required when content from a Content Server repository is distributed to an external repository and individuals accessing such repository do not require a Content Server license. Each per-CPU license of CDS is further limited by the number of Destinations to which you are authorized to deliver content using a single CDS CPU license. A "Destination" is either (a) an e-mail address, (b) a File Transfer Protocol (FTP) Server with a specific repository (folder) on that server, or (c) an Information and Content Exchange (ICE) client URL with a deployment destination (e.g., a file system, a Content Server repository, a website, a portal or any other repository) configured on an ICE client. A Destination Pack is either 1000 e-mail addresses or 100 FTP or ICE

- Destinations. For each CPU license of CDS, you are entitled to one (1) Destination Pack at no additional charge.
- 3.1.3. **Content Intelligence Services (CIS).** Each CPU-based license of CIS includes third-party taxonomies. You may use the taxonomies solely in connection with your licensed use of CIS. You may make changes, alter, delete sections, add to, or edit any of the items within these taxonomies. THE TAXONOMIES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.
  - 3.1.4. **Content Services for SAP Portal – Repository Manager.** Each per-CPU license to use Content Services for SAP Portal – Repository Manager is further limited to use with a maximum of 5000 named SAP Portal end users, each of which requires a Content Server per-seat license.
  - 3.1.5. **Document Transformation Services (DTS).** Each CPU-based license of DTS includes a copy of Adobe Acrobat, which you may use solely in connection with your licensed use of DTS, and pursuant to the terms of the Adobe license accompanying your copy of DTS.
  - 3.1.6. **Process Engine.** Each CPU-based license of Process Engine includes a copy of Content Server to be used solely for managing content associated with the business processes managed by the Process Engine product.
  - 3.1.7. **Retention Policy Services (RPS).** A per-CPU license of RPS is required for each Content Server CPU accessing or using the features provided by RPS. A per-Seat license of Documentum Administrator is required for each User administering RPS.
  - 3.1.8. **Site Caching Services.** CPU-based licenses of Site Caching Services are required when content from a Content Server repository is published to an Internet or intranet website.
  - 3.1.9. **Site Deployment Services Target.** Each per-CPU license includes a Site Deployment Services Source CPU license and requires a Site Caching Services license. When Site Deployment Services is licensed, a Site Deployment Services Target CPU license is required for all CPUs on which the Site Caching Services Target CPU Software has been deployed.
  - 3.1.10. **Trusted Content Services (TCS).** A per-CPU license of TCS is required for each Content Server CPU accessing or using the security features provided by TCS.
- 3.2. **Certain Mailbox-Based Products.** The following Software is licensed on a “per Mailbox” basis and the additional rights and restrictions as set forth below.
- 3.2.1. **EmailXaminer.** The rules you establish in EmailXaminer to sample and retain e-mails for a defined group of Mailboxes for a particular period of time (a “Business Policy”) determine your authorized use of Mailbox licenses of EmailXaminer. You define a Business Policy by establishing the sampling methodology, the retention period, and associating the Mailboxes with a particular Review Group. By default, the sample period is set to one day and the retention period is set to three years. The retention period you select governs licensed use of all Mailboxes in the Review Group for the retention period of the Business Policy. EmailXaminer retains the license and any associated e-mail messages for each member until all flagged e-mail associated with that User has passed the applicable retention period(s). Since a User’s information is stored for the entire retention period, even if a User is subsequently removed from the review group, the Mailbox license for such User may not be “re-used” for another User until all applicable retention periods have expired. Each Mailbox license of EmailXaminer may not be used concurrently and requires a per-Mailbox license of EmailXtender.
  - 3.2.2. **Archive Services for E-mail.** Each per-Mailbox license of Archive Services for E-mail includes a copy of Documentum Content Server. Your use of the Content Server functionality is limited to use for the archiving and management of e-mail and its associated attachments only, and not for general, non-e-mail content management use.
- 3.3. **Certain Seat-Based Products.** The following Software is licensed on a “per Seat” basis and the additional rights and restrictions as set forth below.
- 3.3.1. **Content Server-to-Client Licensing Requirements.** Each per-Seat license of Content Server, is subject to the following additional limitations: Every named User using the functionality enabled by Content Server (including without limitation acting as an author, reviewer, editor, publisher, or otherwise, of content that is created, managed, or distributed by Content Server) is required to have both: (1) a fee-based per-Seat license to use or access the Content Server, and (2) a fee-based per-Seat license to use or access at least one client of EMC’s content

management software, regardless of whether such individual utilizes Content Server or a third-party interface/client to access such content. Each User who performs any of the following activities must have a separate per-Seat license: participate in content creation; use workflow or sign-on functionality; or have security rights through a Content Server repository, if such Users access the Content Server repository by way of a client. Each User accessing a Content Server repository by way of a non-EMC client or interface must also have a separate per-Seat license of Pure Custom Client. Clients used with Content Server include but are not limited to: Webtop, DAM, Web Publisher, Read-Only Client, Pure Custom Client, Records Manager clients, DCM clients, and Developer Studio.

- 3.3.2. **Exceptions.** Notwithstanding the Content Server-to-Client licensing requirements set forth in Section 3.3.1 above, per-Seat licenses of the following clients do not require corresponding per-Seat licenses of Content Server: Site Caching Services; Content Distribution Services; Business Process Services; and Content Services for Lotus Notes Mail.
- 3.3.3. **Content Services for Lotus Notes Mail.** Each per-Seat license of Content Services for Lotus Notes Mail includes an application-specific license of Content Server. Your use of the included Content Server functionality is limited to use with Lotus Notes and not for general content management purposes.
- 3.3.4. **Documentum Portlets.** Each per-Seat license of Documentum Portlets provides right-of-access through a portal interface to limited functionality within Content Server and specifically excludes XML component management, virtual documents, federated operations, multi-lingual capabilities, or workflow template development. Customization is limited to the capabilities provided in the following out-of-the-box portlets, which are contained in the Web Development Kit for Portlets that is included as part of the Documentum Developer Studio (for which a separate license is required): Cabinets, Home Cabinets, Inbox, Recent Files, Subscriptions, Workflows, Category Browser, Search, Advanced Search, Rooms.
- 3.3.5. **Documentum Compliance Manager (DCM) Consumer.** Each per-Seat license of Documentum Compliance Manager Consumer allows individual Users to access documents in read-only mode only.
- 3.3.6. **Documentum Compliance Manager (DCM) Contributor.** Each per-Seat license of Documentum Compliance Manager Contributor allows the individual User to create, modify and sign-off on documents controlled by Documentum Compliance Manager and includes a PDFaqua license to be used by the same individual named User only, subject to the terms of the PDFaqua license
- 3.3.7. **eRoom Real Time Services.** Each per-Seat license of eRoom Real Time Services requires a corresponding per-Seat license of either eRoom (Core) or eRoom Enterprise per-Seat license. You may invite third-party Users ("Guest Users") to participate in an online meeting enabled by eRoom Real Time Services. Guest Users you authorize may only access such Software for purposes of participating in the specific online meeting to which such Guest User is invited and you are responsible for the Guest Users usage.
- 3.3.8. **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.
- 3.3.9. **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.