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 (“UOM”) 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 UOM 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 table:

<table>
<thead>
<tr>
<th>UOM Code</th>
<th>UOM (Unit of Measure)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA</td>
<td>Registered Capacity of data measured in terabytes</td>
</tr>
<tr>
<td>CB</td>
<td>Raw Capacity of data measured in terabytes</td>
</tr>
<tr>
<td>CC</td>
<td>Usable Capacity of data measured in terabytes</td>
</tr>
<tr>
<td>FA</td>
<td>Foundation</td>
</tr>
<tr>
<td>FB</td>
<td>Foundation related Service Connector</td>
</tr>
<tr>
<td>FC</td>
<td>Foundation related Application Instance</td>
</tr>
<tr>
<td>FD</td>
<td>Foundation related Advanced Logging Instance</td>
</tr>
<tr>
<td>FE</td>
<td>Foundation related Service Instance</td>
</tr>
<tr>
<td>IA</td>
<td>Instance measured per server</td>
</tr>
<tr>
<td>IB</td>
<td>Instance measured per virtual machine</td>
</tr>
<tr>
<td>IC</td>
<td>Instance measured per storage array</td>
</tr>
<tr>
<td>ID</td>
<td>Instance measured per node</td>
</tr>
<tr>
<td>IE</td>
<td>Instance measured per engine</td>
</tr>
<tr>
<td>IF</td>
<td>Instance measured per cluster</td>
</tr>
<tr>
<td>MA</td>
<td>Managed Entity measured per device</td>
</tr>
<tr>
<td>MB</td>
<td>Managed Entity measured per inbox or mailbox</td>
</tr>
<tr>
<td>MC</td>
<td>Managed Entity measured per user</td>
</tr>
<tr>
<td>MD</td>
<td>Managed Entity per consistency group</td>
</tr>
<tr>
<td>PA</td>
<td>Process Rate measured in pages per year</td>
</tr>
<tr>
<td>UA</td>
<td>Named User</td>
</tr>
<tr>
<td>UB</td>
<td>Concurrent User</td>
</tr>
<tr>
<td>UC</td>
<td>Single unique user for Video Instructor-Led Training Streaming service (VILTS); (one user, one title or one Valupak)</td>
</tr>
<tr>
<td>UD</td>
<td>Multiple unique users for Video Instructor-Led Training Streaming service (VILTS); (multiple users or titles, subscriptions or partner collections).</td>
</tr>
<tr>
<td>ZA</td>
<td>Central Processing Unit cores (quantity 1-6 cores)</td>
</tr>
<tr>
<td>ZB</td>
<td>Central Processing Unit cores (quantity 7-12 cores)</td>
</tr>
<tr>
<td>ZC</td>
<td>Individual Central Processing Unit Core</td>
</tr>
<tr>
<td>ZD</td>
<td>Central Processing Unit by MSU (Millions of Service Units)</td>
</tr>
</tbody>
</table>
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.

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.

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).

USABLE CAPACITY MODEL

Model Description
Licensing and pricing are based upon the Usable Capacity of one or more storage arrays, Servers, or other devices on which the Software is licensed for use. The Usable Capacity describes the maximum quantity of data for which the functionality of the Software is authorized for use. The Usable Capacity of a licensed device is calculated by EMC on the basis of the Raw Capacity minus Overhead. Raw Capacity is the total data storage capacity of a licensed device. Overhead is that portion of Raw Capacity which EMC determines is reserved for or allocated to spares, RAID types and applications running on a licensed device and on which the software functionality is not to be used.

Software that is licensed on the basis of Usable Capacity is typically licensed for use only on a specifically identified storage array or other hardware device. The Customer or EMC may subsequently make a change to the Raw Capacity, configuration, RAID level or overall environment of a licensed device that increases the Usable Capacity to an amount in excess of the quantity for which the Software has been licensed. In these cases, Customer must purchase an appropriate additional license to cover the increase in the Usable Capacity.
Model Specific Term and Conditions

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

INSTANCE MODEL

Model Description
Licensing and pricing is based upon the nature of the hardware platform on which the Software operates. 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 also used with server-based Software and Software that is licensed to a specific storage array or to an engine within a storage array. An engine consists of a CPU, cache and data storage (regardless of the speed, performance or capacity of the engine components), as designated by EMC. Adding an engine to an existing storage array enclosure is designated as an upgrade to the existing storage array. This model is also used with clusters. A cluster is a collection of more than one 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.
- Isilon clusters have a minimum of three (3) nodes.

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. A managed entity based on a consistency group consists of a named set of identified storage devices, located at the same physical site, that are treated as a single unit to enable the devices to act in unison to maintain the integrity of data that is distributed across those same devices. For example, devices using the Symmetrix® Remote Data Facility that are identified as belonging to the same consistency group act in unison to preserve the dependent write consistency of a database distributed among the devices in the consistency group.

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.

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.

**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.

**UNIQUE USER VIDEO INSTRUCTOR-LED TRAINING STREAMING LICENSING (“VILTS”) MODEL**

**Model Description**
Licensing and pricing is based upon the number of Customer’s individual, unique-named employees or agents authorized to view a VILTS course (“Authorized Users”) and each instance of an Authorized User clicking on or launching a unique VILTS title is deemed a single use of a VILTS license.

**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.

**CENTRAL PROCESSING UNIT (“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.

**INDIVIDUAL CENTRAL PROCESSING UNITE (“CPU”) CORE MODEL**

**Model Description**
Licensing and pricing is based upon the number of “Cores” on which the Software will operate. A “Core” is defined on the basis of the environment in which the Software operates.

When operating the Software in a “bare metal” environment, which means a physical machine without a hypervisor product capable of creating Virtual Machines, and excludes operation within a cloud service environment, a “Core” equals a single, computational unit of the processor.

When operating the Software in a hypervisor (Virtual Machine) environment, a “Core” equals a single unit of virtual processing power (commonly referred to as a “vCPU”) configured to each Virtual Machine. A Virtual Machine is a software container able to run its own operating system and execute applications, just as a physical computer does.

When operating the Software in a public cloud services environment, a “Core” equals a single, basic, most granular unit of computational power as defined by the cloud service provider. This may include, but is not limited to such units expressed as the number of “vCPUs,” “virtual CPUs,” “virtual cores,” and “dynos.”

**CENTRAL PROCESSING UNIT (“CPU”) MEASURED BY MSU MODEL**

**Model Description**
Licensing and pricing is based upon the maximum combined capacity of the CPUs contained within a mainframe device, as determined by the industry standard measurement of Millions of Service Units (MSU) to reflect the processing power of the mainframe device, irrespective of the type of processor or the workload.
FOUNDATION LICENSING MODEL

Model Description
Licensing and pricing is based upon the number of Foundations on which the Application Instances will operate. A single Foundation includes use on up to all of the virtual machines running on physical servers at one physical location owned or operated by the licensee.

SERVICE CONNECTOR LICENSING MODEL

Model Description
Licensing and pricing is based on the total number of Foundations (no more than one (1) Service Connector per Foundation) to which a licensee wishes to allow an independent application service, such as a database or a messaging system, to connect to the Foundation. A Service Connector is not needed for a Foundation if all of the information to be processed or acted upon is already housed within the applicable Foundation.

APPLICATION INSTANCE LICENSING MODEL

Model Description
Licensing and pricing is based on the total number of Application Instances that a licensee wishes to simultaneously run on the applicable Foundation or on Pivotal's online Platform-as-a-Service offering (currently called Pivotal Web Services (“PWS”)). Each Application Instance represents a single process running on a single virtual machine within the Foundation or PWS.

ADVANCED LOGGING INSTANCE LICENSING MODEL

Model Description
Licensing and pricing is based on the total number of Advanced Logging Instances that a licensee wishes to run simultaneously on the applicable Foundation. Each Advanced Logging Instance enables the licensee to track and observe the operation and execution of the single Application Instance with which it is associated.

FOUNDATION RELATED SERVICE INSTANCE LICENSING MODEL

Model Description
Licensing and pricing is based on the total number of Service Instances that a licensee wishes to simultaneously run on the applicable Foundation. Each Service Instance represents a single, unique configuration of a service (such as a database or other software or middleware) within a Foundation platform that utilizes resources (such as CPU, cores, virtual machines, memory, messaging, development and/or data storage) within the same or an another licensed Foundation.

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 Access
Per-Seat licenses of Read-Only Client, or Documentum Platform Bundle, which includes Read-Only entitlement, 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. Read-Only Access is limited to 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 Read-Only Access: 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. The customer is responsible for proper configuration of the system to ensure that Read-Only users are limited to read-only functionality via access control settings. The Documentum Platform Bundle license provides entitlement for Read-Only access using Webtop or third-party custom clients. No other Documentum clients may be used for Read-Only access.

**AppSync iCDM Starter Bundle**  
The AppSync iCDM Starter Bundle license has three restrictions:

- **Up to 20 simultaneous mounted copies:** The App Sync iCDM Started Bundle license allows the creation of an unlimited number of Application Copies via AppSync software, but no more than twenty (20) Application Copies at any point of time. This limit only applies to the Application Copies that are created with AppSync software. An Application Copy is defined as the set of storage volumes on a single XtremIO array that are presented to an application. For example if the user copies and mounts an application data set that consists of three volumes, those comprise one mounted application copy since all three volumes are used together for the application.

- **A single XtremIO array per AppSync server:** With this license a dedicated AppSync Server is required per licensed XtremIO array. Specifically, this license to use the AppSync iCDM Starter Bundles cannot be installed or used on an AppSync Server that already manages another array. Customers wishing to add multiple XtremIO arrays to the same AppSync Server are required to purchase the unlimited AppSync license.

- **Manage only local copies (Bronze service plan for resiliency):** With this license AppSync is limited to local replication plans. That includes XtremIO Virtual Copies as well as RecoverPoint Local Replication when the same XtremIO array serves as both source and target.

**Captiva InputAccel (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.

**xPlore Software**  
Use of EMC’s ApplicationXtender xPlore software product is only permitted with content residing in EMC’s ApplicationXtender software product. No standalone use of xPlore is permitted except with the written consent of EMC.

**xCp User**  
Single App is licensed for a Named User to access a single xCP-based application. If a user needs access to more than one xCP-based application, an additional xCP Single App license is required or the user should be licensed for the xCP User Unlimited license.

**Application Specific Licensing (ASL)**  
Any software product EMC designates as Application Specific License products, including the underlying components of any software bundle, may only be used for the specific solution/application for which it is licensed. Use of the software or any individual components for any other purpose, including general content management functionality, is prohibited. The following is a partial list of software products designated as ASL products:

- EMC Clinical Archiving
- EMC Documentum for Life Sciences – Quality and Manufacturing
- EMC Documentum for Life Sciences – Electronic Trial Master File
- EMC Documentum for Life Sciences – Research and Development
- EMC Documentum for Life Sciences – Submissions Store and View
- EMC Engineering, Plant and Facilities Management – Asset Operations
- EMC Engineering, Plant and Facilities Management – Capital Projects
- EMC InfoArchive
- EMC Medical Image Manager
- EMC Medical Records Manager
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.

<table>
<thead>
<tr>
<th>Software Type</th>
<th>Moveable?</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Environment (OE)</td>
<td>No</td>
<td>Operating system-type software installed on EMC storage device or other hardware. Enables basic system functionality. 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.</td>
</tr>
<tr>
<td>OE Application</td>
<td>Yes</td>
<td>Software applications that can only run on EMC OE Software. Move 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.</td>
</tr>
</tbody>
</table>
### 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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#### Table: Software Transfer Policies

| Platform   | Yes | Software applications that run on non-EMC OE's but interacts with EMC products. Move 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:  
|            |     |   - 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. |
| Host       | Yes | Software which is not designed solely for installation and use on an EMC storage device, but which runs on a standalone server, an appliance or some other hardware device. Move 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. |