

Enterprise Vault Product Use Rights

This Product Use Rights Documentation describes how the Enterprise Vault Software will be provided to You.

1.1 Product Offerings. The Software may be licensed to You, under one of the following offerings as indicated in the table below. If the Order indicates that You have received a license for the Software as part of a suite or bundle of software products (“a Suite”), Your use of such Suite is subject to the applicable limitations indicated below.

Active Product Offerings

	Product Offerings:	License Models:	License Use Meter; Additional Limitation(s)	Features:
1.1.1	Enterprise Vault eDiscovery Complete Suite	Subscription	Per Active and Legacy User	<ul style="list-style-type: none"> ● Mailbox Archiving ● Mailbox Journaling ● eDiscovery (aka Discovery Accelerator) ● Merge1 Suite ● Classification
1.1.2	Enterprise Vault Surveillance Complete Suite	Subscription	Per Active and Legacy User	<ul style="list-style-type: none"> ● Mailbox Archiving ● Mailbox Journaling ● eDiscovery (aka Discovery Accelerator) ● Surveillance ● Merge1 Suite ● Classification
1.1.3	Data Insight Information Governance Complete Suite	Subscription	FETB	<ul style="list-style-type: none"> ● File System Archiving ● SharePoint Archiving ● Data Insight ● Merge1 Suite ● Classification
1.1.4	Enterprise Vault Email Management	Subscription	Per Active and Legacy User	<ul style="list-style-type: none"> ● Mailbox Archiving ● PST Migration ● NSF Migration
1.1.5	Enterprise Vault Archive Discovery	Subscription	Per Active and Legacy User	<ul style="list-style-type: none"> ● Mailbox Journaling ● eDiscovery (aka Discovery Accelerator) ● Classification
1.1.6	Enterprise Vault Legacy User	Subscription	Per Legacy User	<ul style="list-style-type: none"> ● eDiscovery (aka Discovery Accelerator) ● Classification

1.1.7	Enterprise Vault Legacy Content Management and Discovery	Subscription	FETB	<ul style="list-style-type: none"> • PST Migration • NSF Migration • eDiscovery (aka Discovery Accelerator) • Email Classification
1.1.8	Enterprise Vault Collector This offering is only available to existing Enterprise Vault customers who are migration to Arctera Insight SaaS	Subscription	Per Active and Legacy User	<ul style="list-style-type: none"> • Read only access to Enterprise Vault archived data

Legacy Offerings

	Product Offerings:	License Models:	License Use Meter; Additional Limitation(s)	Features:
1.1.9	Email Management	Perpetual	User License the total number of Active and Legacy Users	<ul style="list-style-type: none"> • Mailbox Archiving (Exchange, SMTP and Domino) • Public Folder Archiving • Internet Mail • PST/NSF Migration • Virtual Vault • Virtual Cache • Enterprise Vault Search
1.1.10	File Management Product Suite	Perpetual	FETB Total number of FETB from File system and SharePoint into Enterprise Vault	<ul style="list-style-type: none"> • EV Search • File System Archiving • SharePoint Archiving
1.1.11	File Governance Product Suite	Subscription/Perpetual	FETB Total number of FETB from File System and SharePoint into Enterprise Vault and total number of FETB managed	<ul style="list-style-type: none"> • File System Archiving • SharePoint Archiving • Data Insight (subscription only) • File Classification • Enterprise Vault Search

			by Data Insight only	
1.1.12	Archive Discovery	Perpetual	User License the total number of Active and Legacy Users	<ul style="list-style-type: none"> • Journaling (Exchange, Domino, and SMTP) • Discovery Accelerator • Archive Discovery Search Service (ADSS) • Email Classification • File Classification
1.1.13	Supervision	Subscription/Perpetual	User License the total number of Active and Legacy Users	<ul style="list-style-type: none"> • Journaling (Exchange, Domino, and SMTP) • Compliance Accelerator/Arctera Surveillance • Relationship Analytics • Email Classification
1.1.14	Email Classification and Retention Product Suite	Perpetual	User License the total number of Active Users	<ul style="list-style-type: none"> • Mail Classification • Gated Deletion • Reclassification • Retention Plans
1.1.15	File Classification and Retention Suite	Perpetual	FETB	<ul style="list-style-type: none"> • File Classification • Gated Deletion • Reclassification • Retention Plans
1.1.16	Enterprise Vault Product Suite Complete	Subscription/Perpetual	User License the total number of Active and Legacy Users [File System Archiving (FSA) has a capacity of 5GB/user aggregate for Enterprise Vault 14.3 and subsequent releases]	<ul style="list-style-type: none"> • Mailbox Archiving (Exchange and Domino) • Journaling (Exchange, Domino, and SMTP) • File System Archiving • SharePoint Archiving • Discovery Accelerator • Compliance Accelerator/Arctera Surveillance • Email Classification • File Classification • PST & NSF Migration • Enterprise Vault Search

1.1.17	Enterprise Vault Ingest (Previously Legacy Email Ingest and Enterprise Vault Extensions)	Subscription/Perpetual	FETB License the total number of FETB	<ul style="list-style-type: none"> • PST Migration • NSF Migration • EV Extensions • Enterprise Vault Search
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1.2 Use Levels. For all Software, You may use the Number of Units of licensed Users of the Software and/or the Number of Units of licensed Terabytes of the Software per the terms contained in the Agreement and according to the Use Level limitations specified in the Order for the licenses which You have purchased.

1.2.1 Enterprise Vault eDiscovery Complete Suite: You must obtain a license for each Active User and each Legacy User that has content sources, for example Exchange, SMTP, Domino, Shared, File System, SharePoint etc. Only one license is required per Active User or Legacy User regardless of the number of content sources associated with that Active User or Legacy User. By way of example:

- When journal archives are used as a source for discovery, then a license is required for each unique author/sender of email belonging to the customer domain(s) found in all the journal archives. The domain(s) include the current Active Directory domain and any imported domain(s) as part of a corporate action like a merger or acquisition.
- If mailbox archives are used as a source for discovery, then a license is required for each non-empty mailbox archive as each mailbox archive has (or had) a mapping with a User mailbox.
- 1 license per User is required when emails from multiple Users are redirected (via bcc or other means) and stored in a single mailbox and then archived.
- When File System or SharePoint Archives are used for discovery, the license calculation will be based on the number of FETBs converted to Users, with 1TB = 100 Users.

1.2.2 Enterprise Vault Surveillance Complete Suite: You must obtain a license for each Active User and each Legacy User that has content sources, for example Exchange, SMTP and Domino. Only one license is required per Active User or Legacy User regardless of the number of content sources associated with that Active User or Legacy User. By way of example:

- When journal archives are used as a source for discovery/surveillance, then a license is required for each unique author/sender of email belonging to the customer domain(s) found in all the journal archives. The domain(s) include the current Active Directory domain and any imported domain(s) as part of a corporate action like a merger or acquisition.
- If mailbox archives are used as a source for discovery, then a license is required for each non-empty mailbox archive as each mailbox archive has (or had) a mapping with a User mailbox.
- 1 license per User is required when emails from multiple Users are redirected (via bcc or other means) and stored in a single mailbox and then archived.

1.2.3 Data Insight Information Governance Complete Suite: You must obtain a license for the total number of FETBs processed by both Data Insight and Enterprise Vault. The aggregate data under management of Data Insight and the total amount of data archived by Enterprise Vault

(including via Data Insight, directly archived, or ingested via Merge1) account for the total number of FETBs needed for licensing.

1.2.4 Enterprise Vault Email Management: You must obtain a license for each Active User and Legacy User who has access to one or more archives of type Exchange Mailbox, Exchange Public Folder, Domino Mailbox, Domino Public Folder, Internet Mail, or Shared Mailbox. Only one license is required per Active and Legacy User regardless of the number of content sources associated with that Active and Legacy User. By way of example:

- A User with their personal mailbox archive and/or having access to a shared mailbox archive will require only 1 license.
- Customers who have migrated their mailboxes to M365 will still need to license every User who has access to archived content via Email Shortcut, Virtual Vault or Enterprise Vault Search.
- 1 license per User is required when emails from multiple Users are redirected (via bcc or other means) and stored in a single mailbox and then archived.

1.2.5 Enterprise Vault Archive Discovery: You must obtain a license for each Active User and each Legacy User that has content sources, for example Exchange, SMTP, Domino, Shared, File System, SharePoint, etc. Only one license is required per Active User or Legacy User regardless of the number of content sources associated with that Active User or Legacy User. By way of example:

- When journal archives are used as a source for discovery, then a license is required for each unique author/sender of email belonging to the customer domain(s) found in all the journal archives. The domain(s) include the current Active Directory domain and any imported domain(s) as part of corporate action like a merger or an acquisition.
- If mailbox archives are used as a source for discovery, then a license is required for each non-empty mailbox archive as each mailbox archive has (or had) a mapping with a User mailbox.
- When File System or SharePoint Archives are used for Discovery, the license calculation will be based on the number of FETBs converted to Users, with 1TB = 100 Users.

1.2.6 Enterprise Vault Legacy User: You must obtain a license for each Legacy User with archived items. Only one license is required per Legacy User regardless of the number of content sources associated with that Legacy User. By way of example:

- When journal archives are used as a source for discovery, then a license is required for each unique author/sender of email belonging to the customer domain(s) found in all the journal archives. The domain(s) include the current Active Directory domain and any imported domain(s) as part of a corporate action like a merger or acquisition.
- If mailbox archives are used as a source for discovery, then a license is required for each non-empty mailbox archive as each mailbox archive has (or had) a mapping with a User mailbox.

1.2.7 Enterprise Vault Legacy Content Management and Discovery: You must obtain a license for the total number of FETBs of historical data being ingested into Enterprise Vault. This offering is for the ongoing management and discovery of this historical data.

1.2.8 Enterprise Vault Supervision: You must obtain a license for each Active User and each Legacy User that has content sources, for example Exchange, SMTP and Domino. Only one license

is required per Active User or Legacy User regardless of the number of content sources associated with that Active User or Legacy User. By way of example:

- When journal archives are used as a source for surveillance, then a license is required for each unique author/sender of email belonging to the customer domain(s) found in all the journal archives. The domain(s) include the current Active Directory domain and any imported domains as part of a corporate action like a merger or acquisition.

1.2.9 Enterprise Vault File Governance Suite: You must obtain a license for the total number of FETBs processed by both Data Insight and Enterprise Vault. The aggregate data under management of Data Insight and the total amount of data archived by Enterprise Vault (including via Data Insight, directly archived, or ingested via Merge1) account for the total number of FETBs needed for licensing.

1.2.10 Enterprise Vault Suite Complete: You must obtain a license for each Active User and Legacy User who has access to one or more archives of type Exchange Mailbox, Exchange Public Folder, Domino Mailbox, Domino Public Folder, Internet Mail, or Shared Mailbox. Only one license is required per Active User or Legacy User regardless of the number of content sources associated with that Active User or Legacy User. By way of example:

- When journal archives are used as a source for discovery, then a license is required for each unique author/sender of email belonging to the customer domain(s) found in all the journal archives. The domain(s) include the current Active Directory domain and any imported domains as part of a corporate action like a merger or acquisition.
- If mailbox archives are used as a source for discovery, then a license is required for each non-empty mailbox archive as each mailbox archive has (or had) a mapping with a User mailbox.
- When File System or SharePoint Archives are used for discovery, the license calculation will be based on the number of FETBs converted to Users, with 1TB = 100 Users.

1.2.11 Enterprise Vault Ingest: You must obtain a license for the total number of FETBs of historical data being ingested into Enterprise Vault. This offering is for the one-time ingestion of this historical data.

1.2.12 EV Collector. You must obtain a license for each Active and Legacy User with archived items. You may not use EV Collector to ingest or archive new content; EV Collector may only be used to access previously archived items. A current Arctera Insight Platform (Cloud) subscription is a prerequisite to obtaining an EV Collector license; You must have a current Arctera Insight Platform (Cloud) subscription in place in order for your EV Collector license(s) to be valid.

1.3. Subscription. The Software may be licensed to You for a non-perpetual term, e.g. a subscription or term license. If the Software is licensed by You on such non-perpetual basis (as indicated on the applicable Order), then Your license to use the Software shall terminate at the end of the applicable license term or period.

1.4 Data Insight. If the Order indicates that You have received a license to Data Insight as part of a Suite, You may use Data Insight to manage the applicable number of Users and/or the applicable number of FETBs per the terms contained in these BU Terms and in the PUR document for the version of Data Insight licensed to You listed in these BU Terms and according to the Use Level limitations specified in the Order.

1.5 Order. Your Order shall constitute proof of Your right to make and use such copies. You may not use the Software in excess of the applicable Use Levels unless You purchase the additional requisite number of licenses for such use. If You received the Software distributed on media containing multiple Products, You may not use any Products on the media for which You have not received permission in an applicable Order.

2 COLD DISASTER RECOVERY. Provided that You have a currently effective Maintenance contract for the Software, You may install the Software on Your Cold Disaster Recovery Equipment and (i) You may use such Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Software, and (ii) in the event of a Disaster, You may use such Software for Production Use at the Use Levels described in this Agreement and the applicable Order, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with Your regular Production Use of the Software and does not increase Your total number of licenses to the Software beyond those which You have purchased and which have been authorized by Company as indicated on the applicable Order. The Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid Maintenance contract in effect for the Software.

3. ADDITIONAL PROVISIONS.

3.1 Use of Oracle Outside In Technology. The Software may include the Oracle Outside In Technology software product (the "Oracle Software"). Such Oracle Software is subject to a restricted license, may not be accessed/used directly, and may only be accessed/used via the Software. The Oracle Software may include source code that Oracle may provide as part of its standard shipment of such Oracle Software, and such source code shall be governed by the terms of this Agreement. To the extent permitted by applicable law, Oracle shall have no liability to You for damages, whether direct, indirect, incidental, or consequential, regarding Your use of the Oracle Software. Oracle is a third party beneficiary to this Agreement. Furthermore, the following additional terms and conditions apply to Your use of the Oracle Software: (i) You may not publish any results of benchmark tests run on the Oracle Software and (ii) the terms and conditions of the Uniform Computer Information Transaction Act (UCITA) are hereby expressly disclaimed and shall not have any applicability with respect to the interpretation of this Agreement.

3.2 Use of Telerik Technology. The Software may include Telerik software products ("Telerik Software"). For avoidance of doubt, You are not permitted to use the Telerik Software, or any portions thereof, for software development or application development purposes unless You also purchase a separate commercial license from Telerik for each of Your users.

3.3 Use of IBM Watson Explorer Enterprise Edition. The Software may include the IBM Watson Explorer Enterprise Edition software products ("IBM Software"). The IBM Software may not be (i) used for any purpose other than to enable the Software, (ii) copied (except for backup purposes), (iii) further distributed or transferred without the Software or (iv) reverse assembled, reverse compiled, or otherwise translated except as specifically permitted by law and without the possibility of a contractual waiver.

3.4 Use of PowerShell Script. If the Software You acquire includes a Powershell script for use with the Software which is currently known as ExampleEVPermissionsAuditHelper.ps1 (the "PowerShell Script"), You may use a reasonable number of copies of the PowerShell Script solely in support of Your use of the Software for which You have a license.

3.4.1 Disclaimers: Notwithstanding any other provision of this Agreement, the following terms shall be applicable to the PowerShell Script:

3.4.2 Warranty Disclaimer. THE POWERSHELL SCRIPT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. THE POWERSHELL SCRIPT IS PROVIDED GRATUITOUSLY AND, ACCORDINGLY, COMPANY SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE POWERSHELL

SCRIPT. COMPANY WILL NOT PROVIDE DEVELOPER, ENGINEERING OR ANY TECHNICAL SUPPORT FOR THE POWERSHELL SCRIPT AND WILL NOT ISSUE UPDATES, UPGRADES, OR ENHANCEMENTS TO THE POWERSHELL SCRIPT.

3.4.3 Disclaimer of Damages. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL COMPANY BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE POWERSHELL SCRIPT EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.