NetIQ_® Change Guardian 4.2 NetIQ End User License Agreement

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DEFINITIONS:

"Server Components" refer to any Change Guardian software product component identified as a "server component" in the Documentation.

"Agent" means a single server or workstation having an installed copy of the Change Guardian agent software.

"Module" means a software component characterized as a "module" and made available for optional purchase and installation.

"Object" means the objects set forth in the table below that constitute the licensing metrics for the applicable Modules (such as Microsoft Windows server, Active Directory Domain or Account, etc).

"Organization" means a legal entity, excluding subsidiaries and affiliates with a separate existence for tax purposes or for legal personality purposes. An example of an Organization in the private sector would be a corporation, partnership, or trust, excluding any subsidiaries or affiliates of the organization possessing a separate tax identification number or company registration number. In the public sector, an example of an Organization would be a specific government body or agency.

"Non-production" use of the Software is defined as an installation of the Software solely for the purposes of development and testing. Data collected by Non-production Instances shall be used only for the purpose of executing a defined development or testing task, and not for the detection of actual threats to the Organization's IT environment.

"Server Class" means a host that is primarily designed to act as a server, accepting and servicing network requests from multiple clients. The operating system on such hosts is typically designed to handle server workloads. For Microsoft Windows, server class operating systems are typically identified by year (e.g. Windows 2012); for SUSE Linux, by name (e.g. SUSE Linux Enterprise Server); other vendors may use similar designations.

"Workstation Class" means a host that is primarily designed to act as a user workstation, with a small number of users logging in locally. The operating system on such hosts is typically designed for single-user workloads. For Microsoft Windows, workstation class operating systems are typically identified by number (e.g. Windows 7, Windows 10); for SUSE Linux, by name (e.g. SUSE Linux Enterprise Desktop); other vendors may use similar designations.

"User" means an Active Directory object of class 'user' excluding any such objects solely used by Microsoft Windows computers internally for inter-process communication.

FOR CLARITY REGARDING LICENSING:

Change Guardian licensing is described in relation to Change Guardian Instances, each of which requires a dedicated license per Organization for the Objects being monitored by Change Guardian (as more fully described in the License Metrics/Object table below). A Change Guardian Instance will typically consist of (i) at least one Change Guardian Server and (ii) one or more Change Guardian Agents and (iii) a licensed count of monitored Objects.

For each Instance of Change Guardian, you may (i) deploy a reasonable number of copies of the Server Components for the sole purpose of supporting a single Organization (ii) install and use the Policy Editor on any number of systems within a single Organization (iii) install and deploy Modules and Agents for which you have acquired the applicable licenses for use.

FOR CLARITY:

Within an Organization, a single monitored Object will require only one license, regardless of the number or types of Server

Components deployed.

Change Guardian Device and Object Types are as follows unless otherwise defined in your purchase documentation.

Module	Object Counting
Windows Server	Number of monitored Microsoft Windows Server Class logical operating system instances
Windows Workstation	Number of monitored Microsoft Windows Workstation Class logical operating system instances
Active Directory and Group Policy	Number of enabled Active Directory User objects
UNIX Server	Number of monitored UNIX, Linux, or UNIX-derivative Server Class logical operating system instances
UNIX Workstation	Number of monitored UNIX, Linux, or UNIX-derivative Workstation Class logical operating system instances

LICENSING METRICS/OBJECT TABLE

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You may install, use and execute the Change Guardian for Active Directory portion of the Software on the number of agents installed on domain controller servers (as those terms are commonly understood) in Microsoft operating environments specified on your purchase documentation and for which you have paid Licensor a license fee.

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