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NETIQ PRODUCT USE RIGHTS APPENDIX

COMMON TERMS - All Products

- DEFINITIONS: As used in this appendix, "Software" means a specific NetIQ software product for which you have Purchase Documentation issued to you by NetIQ or NetIQ's agent. Unless defined in this appendix, capitalized terms have the meaning given in the parent Agreement.
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PRODUCT: NetIQ®Change GuardianTM:

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 Exchange mailbox, 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.

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: (i) Within a single Change Guardian Instance, a single monitored Object will require only one license, regardless of the number or types of Server Components deployed; (ii) If a single Object is monitored by more than one Change Guardian Instance, then it will require more than one license.

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

LICENSING METRICS/OBJECT TABLE

Module Object Count

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

Number of enabled Active Directory

Group Policy

User accounts

UNIX Server Number of monitored UNIX or Linux

logical operating system instances

UNIX Workstation Number of monitored UNIX or Linux

logical operating system instances

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