Additional License Authorizations

For Administration and Security Products
This Additional License Authorizations document ("ALA") set forth the applicable License Options and additional specific software license terms that govern the authorized use of the software products specified below, and are part of the applicable agreement (i.e., Micro Focus End User License Agreement; and/or any separate agreement that grants Licensee a license to such products (e.g., Customer Portfolio Terms or other Master Agreement); and/or Quotation) (the "Applicable Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Applicable Agreement.

### Products covered

<table>
<thead>
<tr>
<th>Products</th>
<th>E-LTU or E-Media available*</th>
<th>Non-production software class **</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Guardian</td>
<td>Yes</td>
<td>Class 3</td>
</tr>
<tr>
<td>Directory &amp; Resource Administrator (DRA)</td>
<td>Yes</td>
<td>Class 3</td>
</tr>
<tr>
<td>Group Policy Administrator</td>
<td>Yes</td>
<td>Class 3</td>
</tr>
<tr>
<td>Security Solutions</td>
<td>Yes</td>
<td>Class 3</td>
</tr>
<tr>
<td>TGAudit</td>
<td>Yes</td>
<td>Class 3</td>
</tr>
<tr>
<td>TGDetect</td>
<td>Yes</td>
<td>Class 3</td>
</tr>
<tr>
<td>TGSecure</td>
<td>Yes</td>
<td>Class 3</td>
</tr>
<tr>
<td>Universal Policy Administrator</td>
<td>Yes</td>
<td>Class 3</td>
</tr>
</tbody>
</table>

* Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

** Additional licenses solely for non-production use may be available as specified in the Non-Production Licensing Guide found at [software.microfocus.com/legal/software-licensing](http://software.microfocus.com/legal/software-licensing) depending on the non-production software class specified above. Any such non-production licenses will be subject to the Non-Production Licensing Guide and the applicable License Option terms and conditions set forth in this ALA.

### Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Database</td>
<td>Means application data including table structure, stored procedures, and other functionality.</td>
</tr>
<tr>
<td>Deployment</td>
<td>Means the software implementation plus the installation of associated, licensed software that is part of the Identity Intelligence solution.</td>
</tr>
<tr>
<td>E-LTU and E-Media</td>
<td>Means products which are electronically delivered only, and as such any references to FOB Destination or delivery methods that are stated on Your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.</td>
</tr>
<tr>
<td>FTES</td>
<td>Means full-time-equivalent staff.</td>
</tr>
<tr>
<td>Identity</td>
<td>Means a user or custom object, human or non-human, but not including a group object.</td>
</tr>
<tr>
<td>Implementation</td>
<td>Means an installation of the software on a single Server or installed on a cluster of Servers which work together as a single installation of the software.</td>
</tr>
<tr>
<td>Instance</td>
<td>Means the initial copy of the Licensed Software necessary for execution of the Licensed Software and each additional copy (or partial copy) of the License Software stored or loaded in memory or virtual memory.</td>
</tr>
<tr>
<td>LTU</td>
<td>Means License To Use.</td>
</tr>
<tr>
<td>Managed Identity</td>
<td>Means an Identity managed by or connecting through the Licensed Software.</td>
</tr>
<tr>
<td>User</td>
<td>Means a user object in a single directory tree (or other class of object that contains data representing a person, such as objects containing credit card information or PIN numbers) that has (a) access or use rights to any portion of the Licensed Software, or (b) access or use rights to products (devices, hardware, or software) being managed by the Licensed Software, regardless of whether the user object is assigned.</td>
</tr>
</tbody>
</table>
Additional License Authorizations
For Administration and Security Products

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>to a person or device. User objects (or other classes of objects) representing the same person that are linked to each other within a single tree and/or linked across multiple trees count as only one User.</td>
</tr>
</tbody>
</table>

Software Specific License Terms

Change Guardian

Definitions

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

“Active Exchange Mailbox Account” means an unique or duplicate enabled mailbox account assigned to an employee, contractor, guest, but not including resource mailbox accounts or disabled Exchange mailbox accounts.

“Active User Account” means an unique or duplicate enabled user account, user logon account, secondary account tied to users, administrative account or similar account, associated with employees, contractors or guests, but not including group objects, disabled accounts, template accounts, service accounts, computer accounts, IP device accounts, or similar ‘non-human’ accounts.

“Tenant” means active subscription for accessing the cloud based assets.

“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 Licensed Software is defined as an installation of the Licensed 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. This also applies to NetApp appliances.

“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. This does not apply to NetApp appliances.
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For Administration and Security Products

“User” for purposes of Change Guardian means an Active Directory object of class ‘user’ excluding any such objects solely used by Microsoft Windows computers internally for inter-process communication. This also applies to the object of class ‘user’ for Azure Active Directory.

**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.

**LICENSING METRICS/OBJECT TABLE**

<table>
<thead>
<tr>
<th>Module</th>
<th>Object Counting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows Server</td>
<td>Number of monitored Microsoft Windows Server Class logical operating system instances.</td>
</tr>
<tr>
<td>Windows Workstation</td>
<td>Number of monitored Microsoft Windows Workstation Class logical operating system instances.</td>
</tr>
<tr>
<td>Active Directory and Group Policy</td>
<td>Number of enabled Microsoft Active Directory User objects (Azure AD or on-premise).</td>
</tr>
<tr>
<td>UNIX Server</td>
<td>Number of monitored UNIX, Linux, or UNIX-derivative Server Class logical operating system instances.</td>
</tr>
<tr>
<td>UNIX Workstation</td>
<td>Number of monitored UNIX, Linux, or UNIX-derivative Workstation Class logical operating system instances.</td>
</tr>
<tr>
<td>NetApp</td>
<td>Number of NetApp appliances.</td>
</tr>
<tr>
<td>EMC</td>
<td>Number of EMC SAN appliances.</td>
</tr>
<tr>
<td>Exchange</td>
<td>For use with Microsoft Exchange systems. Change Guardian for Exchange requires a Per Managed Identity License.</td>
</tr>
<tr>
<td>Office365 Exchange Online</td>
<td>For use with Microsoft Exchange online systems. Change Guardian for Office365 Exchange online requires a Per Managed Identity License.</td>
</tr>
<tr>
<td>Amazon Web Service (AWS) Identity</td>
<td>For use with AWS Identity and access management. Change Guardian for AWS IAM requires a Per Managed Identity License.</td>
</tr>
</tbody>
</table>

**LICENSE OPTIONS**

Depending on how and when the Licensed Software was acquired, one and only one of the following license options are granted to Licensee. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order.

**Managed Identity License**

A Managed Identity License is required for each Active User Account or Active Exchange Mailbox Account.

**Managed Identity License in AWS**

A Managed Identity License is required for each Active AWS User Account in each tenant ID.

**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 above). 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 Change Guardian Instance, Licensee 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 Licensee has acquired the applicable licenses for use.

**ENTITLEMENT ORIGINATING WITH PURCHASE OF CHANGE GUARDIAN FOR ACTIVE DIRECTORY PRIOR TO CHANGE GUARDIAN VERSION 4.0**

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

**ENTITLEMENT ORIGINATING WITH PURCHASE OF CHANGE GUARDIAN FOR GROUP POLICY PRIOR TO CHANGE GUARDIAN VERSION 4.0**

Licensee may install, use and execute the Change Guardian for Group Policy portion of the Licensed Software on the number of agents installed on domain controller servers (as those terms are commonly understood) in Microsoft operating environments specified on the applicable purchase documentation and for which Licensee has paid Licensor a license fee.

**Directory & Resource Administrator (DRA)**

With respect to Directory & Resource Administrator, you must acquire a “Managed Identity” license for every active user account (hereinafter defined) that exists in the directory domains that are managed by the Licensed Software. Managed Identity licenses permit you to use the Licensed Software to administer that number of active user accounts for which you have purchased a license from Licensor. An active user account requiring a Managed Identity license is a unique or duplicate enabled user account, user logon account, secondary account tied to users, administrative account or similar account, associated with employees, contractors or guests, Azure AD User (Cloud Only User Object), but not including group objects, disabled accounts, template accounts, service accounts, computer accounts, IP device accounts, or similar ‘non-human’ accounts.

With respect to Exchange Administrator, you must acquire a “Managed Identity” license for every active Exchange mailbox account (hereinafter defined) that exists in the directory domains that are managed by the Licensed Software. Managed Identity licenses permit you to use the Licensed Software to administer that number of active Exchange mailbox accounts for which you have purchased a license from Licensor. An active Exchange mailbox account requiring a Managed Identity license is a unique or duplicate enabled mailbox account assigned to an employee, contractor, guest, but not including resource mailbox accounts or disabled Exchange mailbox accounts.

The number of Managed Identity licenses acquired must be greater than or equal to the corresponding total number of active user and/or active Exchange mailbox accounts that exist in the domain(s), Microsoft Active Directories (Microsoft AD), Azure Active Directories (“Azure AD”), or systems in production use, with which you use the Licensed Software or otherwise manage with the Licensed Software. The manner of counting and viewing the number of active user accounts shall be determined by the operation of the Licensed Software, the terms of the Documentation, and/or Licensor’s standard practices, unless otherwise agreed in a fully executed agreement between you and Licensor.

An “Active User” means a user account, user logon account, secondary account tied to users, administrative account or similar accounts, and regardless of whether such account is associated with devices, servers, machines, employees, contractors or guests, which exists in the domain(s), Microsoft AD or Azure AD.

An “Inactive User” means a disabled, expired, service, template user account or similar accounts, which exists in the domain(s), Microsoft AD or Azure AD.

The NetIQ Directory & Resource Administrator (DRA)/Exchange Administrator (EXA) package may include Workflow Automation (or Aegis) which is a separately installable product that provides workflow automation support for DRA/EXA tasks and activities. When packaged with DRA/EXA, Licensee may only install and use Workflow Automation or Aegis in
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For Administration and Security Products

support of DRA and/or EXA workflow automation and such software shall otherwise be subject to the applicable license terms for DRA/EXA.

License Bundle Additions. If you have purchased a Directory & Resource Administrator Active User and/or Inactive User license prior to the Directory & Resource Administrator v9.1 release, you may continue to purchase additional Active User and Inactive User license bundles under the terms of the EULA that applied to your previous Active User/Inactive User license bundle purchase, included as follows:

This license permits Licensee to use the Licensed Software to administer that number of Active Users and Inactive Users (hereinafter defined) for which Licensee has purchased a license from Licensor. The number of users licensed must be greater than or equal to the corresponding total number of Active Users and Inactive Users that exist in the domain(s), Active Directories, Azure Active Directories, or systems with which you use the Licensed Software or otherwise manage with the Licensed Software, and regardless of whether such domains are in production use. The manner of counting the number of Active Users and Inactive Users shall be determined by the operation of the Licensed Software, the terms of the Documentation, and/or Licensor’s standard practices, unless otherwise agreed in a fully executed agreement between you and Licensor.

Customers that own Directory & Resource Administrator and/or Exchange Administrator Active User and Inactive User license bundles, and wish to purchase Managed Identity licenses for additional licenses, must convert all existing Active User licenses to Managed Identity licenses prior to purchasing additional Managed Identity licenses.

FTES Licenses: Licensee must acquire a license for each FTES. Licensee must purchase an FTES License for every full time and part time staff, faculty and administration, regardless of role and anticipated use of the Licensed Software. Students, alumni and parents do not require a license but use of the Licensed Software by such groups shall be limited to use for academic purposes only. The number of FTES shall be calculated as the sum of Licensee’s most recently reported number of (a) full-time equivalent staff (counted as one FTES for licensing purposes) and (b) part-time staff (counted as ½ FTES for licensing purposes). The FTES calculation for each category of full and part time staff must be demonstrated through a verifiable means that may include use of an audited annual report, an organization’s human resource system, or the government website, government report, or other published report provided by Customer that shows accurate information.

Group Policy Administrator

Licensee must acquire a “Managed Identity” license for every active user account (hereinafter defined) that exist in the domains controlled by the Group Policy Object/s that are managed by the Licensed Software. Managed Identity licenses permit Licensee to use the Licensed Software to administer that number of active user accounts for which Licensee has purchased a license from Licensor. An active user account requiring a Managed Identity license is a unique or duplicate enabled user account, user logon account, secondary account tied to users, administrative account or similar account, associated with employees, contractors or guests, but not including group objects, disabled accounts, Template accounts, Service accounts, Computer accounts, IP Device accounts, or similar ‘non-human’ accounts. The number of Managed Identity licenses acquired must be greater than or equal to the corresponding total number of active user accounts that exist in the domain(s), Active Directories or systems in production use, with which you use the Licensed Software or otherwise manage with the Licensed Software. The manner of counting and viewing the number of active user accounts shall be determined by the operation of the Licensed Software, the terms of the Documentation, and/or Licensor’s standard practices, unless otherwise agreed in a fully executed agreement between you and Licensor.

License Bundle Additions. If Licensee has purchased NetIQ Group Policy Administrator Active User and/or Inactive User license bundles prior to the Group Policy Administrator v6.9 release, Licensee may continue to purchase additional Active User and Inactive User license bundles under the terms of the EULA that applied to your previous Active User/Inactive User license bundle purchase, included as follows:

This license permits Licensee to use the Licensed Software to administer that number of Active Users and Inactive Users (hereinafter defined) for which you have purchased a license from Licensor. An Active User is, but is not limited to, a user account, user logon account, secondary account tied to users, administrative account or similar accounts, and regardless of whether such account is associated with devices, servers, machines, employees, contractors or guests. An Inactive User is,
but is not limited to, a disabled, expired, service, template user account or similar accounts. The number of users licensed
must be greater than or equal to the corresponding total number of Active Users and Inactive Users that exist in the
domain(s), Active Directories or systems with which Licensee uses the Licensed Software or otherwise manage with the
Licensed Software, and regardless of whether such domains are in production use. The manner of counting the number of
Active Users and Inactive Users shall be determined by the operation of the Licensed Software, the terms of the
Documentation, and/or Licensor’s standard practices, unless otherwise agreed in a fully executed agreement between you
and Licensor.

Customers that own Group Policy Administrator Active User and Inactive User license bundles, and wish to purchase
Managed Identity licenses for additional licenses, must convert all existing Active User licenses to Managed Identity licenses
prior to purchasing additional Managed Identity licenses.

**FTES Model.** If Licensee has a “per FTES” license, the following terms and conditions apply to Licensee’s use of the Licensed
Software:

Licensee must purchase an FTES License for every full time and part time staff, faculty and administration, regardless of role
and anticipated use of the Licensed Software. Students, alumni and parents do not require a license but use of the Licensed
Software by such groups shall be limited to use for academic purposes only. The number of FTES shall be calculated as the
sum of Licensee’s most recently reported number of (a) full-time equivalent staff (counted as one FTES for licensing
purposes) and (b) part-time staff (counted as ½ FTES for licensing purposes). The FTES calculation for each category of full
and part time staff must be demonstrated through a verifiable means that may include use of an audited annual report, an
organization’s human resource system, or the government website, government report, or other published report provided
by Licensee that shows accurate information. Licensor may also verify Licensee’s reported FTES count by accessing
http://nces.ed.gov/globallocator/ or other government and non-profit databases.

**Security Solutions**

This Licensed Software is a bundle containing TGAudit, TGDetect, and TGSecure. Licensee may use and execute the Licensed
Software for that number of operating system instance(s) based on logical partitions for which you have paid Licensor a
license fee.

**TGAudit, TGDetect, and TGSecure**

Licensee may use and execute the Licensed Software for that number of operating system instance(s) based on logical
partitions for which you have paid Licensor a license fee. A license for any of the Licensed Software also includes a license for
TGCentral, which is a management and reporting console for use solely with the Licensed Software.

**Universal Policy Administrator**

“Policy Components” refer to any Universal Policy Administrator software product component identified as a “Policy
Component” in the Documentation.

“Agent” means a single server or workstation having an installed copy of the Universal Policy Administrator agent software
such as SUSE Linux, by name (e.g., SUSE Linux Enterprise Desktop); other vendors may use similar designations.

“Module” means a software component characterized as a “module” and made available for optional purchase and
installation, such as Linux/UNIX.

“GPO” means the Active Directory Group Policy Objects contained within the Active Directory Enterprise.

“PMI” means Managed Identity licenses permit you to use the Software to administer that number of active user accounts
for which you have purchased a license from Licensor. An active user account requiring a Managed Identity license is a
unique or duplicate enabled user account, user logon account, secondary account tied to users, administrative account or
similar account, associated with employees, contractors or guests, but not including group objects, disabled accounts,
Template accounts, Service accounts, Computer accounts, IP Device accounts, or similar ‘non-human’ accounts. The number
of Managed Identity licenses acquired must be greater than or equal to the corresponding total number of active user accounts that exist in the domain(s), Active Directories or systems in production use, with which you use the Software or otherwise manage with the Software.

**Per Managed Endpoint License**
Licensee must acquire a license for each "Managed Endpoint". A "Managed Endpoint" is any system, device or application that is managed and controlled by the Licensed Software including a server, a virtual machine, a Database, a network device or an application whether it exists on premise or managed through connectivity to a cloud provider (e.g. Azure, AWS or other cloud provider).

The total Managed Endpoints in an organization will be the sum of (1) all servers managed with a Privileged Account Manager agent, (2) all servers managed through the jump server (relay server), (3) all account domains in the Credential Vault, and (4) all servers, devices or virtual machines under control or providing data to the licensed software.

**Per Managed Identity License**
A “Managed Identity” licenses permit you to use the Licensed Software to administer that number of “active user accounts” or “active Exchange mailbox accounts” for which you have purchased a license from Licensor.

An “active user account” requiring a Managed Identity license is a unique or duplicate enabled user account, user logon account, secondary account tied to users, administrative account or similar account, associated with employees, contractors or guests, but not including group objects, disabled accounts, template accounts, service accounts, computer accounts, IP device accounts, or similar ‘non-human’ accounts.

An “active Exchange mailbox account” requiring a Managed Identity license is a unique or duplicate enabled mailbox account assigned to an employee, contractor, guest, but not including resource mailbox accounts or disabled Exchange mailbox accounts.

“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 Licensed Software is defined as an installation of the Licensed 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.

“User” means an Active Directory object of class ‘user’ excluding any such objects solely used by Microsoft Windows computers internally for inter-process communication. This also applies to the object of class ‘user’ for Azure Active Directory.

**Per FTES License**
If Licensee has a “per FTES” license, the following terms and conditions apply to Licensee’s use of the Licensed Software:

Licensee must purchase an FTES License for every full time and part time staff, faculty and administration, regardless of role and anticipated use of the Licensed Software. Students, alumni and parents do not require a license but use of the Licensed Software by such groups shall be limited to use for academic purposes only. The number of FTES shall be calculated as the sum of Licensee’s most recently reported number of (a) full-time equivalent staff (counted as one FTES for licensing purposes) and (b) part-time staff (counted as ½ FTES for licensing purposes). The FTES calculation for each category of full and part time staff must be demonstrated through a verifiable means that may include use of an audited annual report, an organization’s human resource system, or the government website, government report, or other published report provided by Licensee that shows accurate information. Licensor may also verify Licensee’s reported FTES count by accessing [http://nces.ed.gov/globallocator/](http://nces.ed.gov/globallocator/) or other government and non-profit databases.
**SPECIFIC MODULE OPTIONS**

<table>
<thead>
<tr>
<th>Module</th>
<th>Object Counting</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPA–Base Module (On-Premise GPO Management)</td>
<td>Number of PMI-based Microsoft Active Directory User objects.</td>
</tr>
<tr>
<td></td>
<td>Entitles customer the ability to manage on-premise GPOs.</td>
</tr>
<tr>
<td>LINUX/UNIX Module</td>
<td>Number of monitored UNIX, Linux, or derivative Workstation Class logical operating systems where UPA agents are installed and managed.</td>
</tr>
<tr>
<td>UPA Enterprise</td>
<td>Entitles customer to all modules available for version (such as 1.0).</td>
</tr>
<tr>
<td>UPA MAC Module</td>
<td>Number of controlled MAC workstations where UPA agents are installed and managed.</td>
</tr>
<tr>
<td>UPA Non-Domain Joined Windows Server Module</td>
<td>Number of Non-Domain Joined Windows Servers where UPA agents are installed and managed.</td>
</tr>
</tbody>
</table>

**Additional License Terms**

**SLES Appliance License.** The Licensed Software may include components of the SUSE Linux Enterprise Server product (SLES). Licensee acknowledges and agrees to the following restriction with respect to use of SLES: notwithstanding the license grant in the SLES license agreement that may accompany the copy of SLES Licensee received with the Licensed Software, Licensee agrees to use SLES solely for the purpose of running the Licensed Software and not as a general purpose operating system. If Licensee did not receive a copy of the SLES license agreement, it can be found at [http://www.suse.com/licensing/eula/](http://www.suse.com/licensing/eula/).

**Oracle License Terms**

The Licensed Software may contain certain software (the “Program(s)”) licensed by Licensor from Oracle America, Inc. (“Oracle”). For purposes of this provision, the term “You” or “Your” refers to Licensee. Oracle requires that You agree to the following terms regarding use of the Program. Oracle grants You a limited license to internally use the Program (as included in the Licensed Software) solely for Your own internal business operations. Further, You may not disclose results of any Program benchmark tests without Oracle’s prior consent. You agree that no data, information, program and/or materials resulting from Programs or services (or direct products thereof) will be exported, directly or indirectly, in violation of applicable export control laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Accordingly, You confirm: You will not download, provide, make available or otherwise export or re-export the Programs, directly or indirectly, to countries prohibited by applicable laws and regulations nor to citizens, nationals or residents of those countries. You are not listed on the United States Department of Treasury lists of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are You listed on the United States Department of Commerce Table of Denial Orders. You will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above mentioned lists. You will not use the Programs for, and will not allow the Programs to be used for, any purposes prohibited by applicable law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. The Programs’ installation and/or auto-update processes, if any, may transmit a limited amount of data to Oracle or its service provider about those processes to help
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Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. Refer to Oracle’s Privacy Policy at www.oracle.com/privacy. THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT WILL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE’S ENTIRE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. $1,000). Unless Oracle support for the Programs, if any, is expressly included in a separate, current support agreement between You and Oracle, Oracle’s technical support organization will not provide technical support, phone support, or updates to You for the Programs. Oracle is a third party beneficiary of this License Agreement with respect only to the Programs. For software that You receive from Oracle in binary form that is licensed under an open source license that gives You the right to receive the source code for that binary, You can obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You can also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

The Licensed Software may require Licensee to separately obtain the Java™ Platform, Standard Edition Runtime Environment (JRE), and in such event any use of the JRE shall be governed by the license agreement accessible at http://www.oracle.com/technetwork/java/javase/terms/license/index.html. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. “Commercial Features” means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html. Licensee may not create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "javafx", "sun", “oracle” or similar convention as specified by Oracle in any naming convention designation. The Licensed Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Additional copyright notices and license terms applicable to portions of the Licensed Software may be included in the THIRDPARTYLICENSEREADME.txt file included with the Licensed Software.

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