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Licensee must acquire a user license for each User. Each person who accesses or uses the Licensed Software must have at least one user object uniquely assigned to that person and access the Licensed Software through the user object. Provided that Licensee complies with the above requirements, Licensee is authorized to use an unlimited number of copies of the Licensed Software.

Per Managed Identity
Licensee must acquire a license for every unique, active "identity" (user and custom objects, human and non-human but not including group objects) managed by or connecting through the licensed product (a "Managed Identity"). A Managed Identity will generally have an identifying association (GUID) created and collected within the Licensed Software from all connected user or identity sources (as more specifically described in the Documentation). For Advanced Authentication, a Managed Identity will be identities enrolled (registered for an authentication method, i.e., smartphone, card, biometric, in the User Enrollment portal) in the Licensed Software. Identities with multiple identifying association (GUIDs) representing the same person that *are* linked to each other within a single identity source and/or linked across multiple identity sources will require only one managed identity license. Duplicated identities with multiple identifying association (GUIDs) within a single identity source or across multiple identity sources that *are not* linked to each other will each require a managed identity license. Inactive identities (not accessed in >120 days and marked as "disabled") do not require licenses.

Per FTES License

Licensee must acquire a license for each "FTES". "FTES" means full time equivalent staff. 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. Licensor may also verify Licensee's reported FTES count by accessing http://nces.ed.gov/globallocator/ or other government and non-profit databases.

Per-Use License for Advanced Authentication Multi-Factor Authentication

"Authentication Attempt" means any authentication process (other than "Excluded LDAP Password") by an End User that uses Advanced Authentication enforcement. Each successful and unsuccessful attempt is counted as a separate Authentication Attempt.

"Billing Period" means each consecutive calendar quarter or other period agreed to in writing with Licensor.

"End User" means any person or service you permit to access or otherwise use the Advanced Authentication services by means of membership in attached repository(s) or entry in the Advanced Authentication local repository (database). This includes all tenants.

"Excluded LDAP Password" means single factor authentication using the internally defined (and unchanged) LDAP password method for validation. Any use of LDAP Password with a second factor authentication is not an Excluded LDAP Password and therefore requires a Per-Use license.

"Instance" means the initial Global Master Server and all additional Master Servers for any Advanced Authentication site and/or cluster.

"Master Server and/or Global Master Server" means the primary Instance or installed copy of Advanced Authentication that hosts the central configuration database and manages authentication activities. Each Master Server may have different feature sets enabled by the client resulting in different authentication activities.

Licensee must pay a Per-Use license for each and every Authentication Attempt (without regard to success or failure). The total number of Per-Use licenses used during each Billing Period is calculated as the sum number of Authentication Attempts for all End User accounts in the local (internal) and connected user repositories serviced by Advanced Authentication. This includes all End User accounts in all Master Server instances (other than test Instances). All successful and unsuccessful Authentication Attempts executed by any End User consume

a Per-Use license. The total number of events can be reviewed by running the "Per-Use" report. This report will be used to calculate payments owed during the Billing Period.

Advanced Authentication Limited Entitlement for Qualifying Products

If Licensee has purchased licenses for a Qualifying Product and is current on maintenance for all licenses for the Qualifying Product, then subject to the terms and conditions of this License Agreement, Licensor grants Licensee a non-exclusive, non-transferable right to internally use Advanced Authentication Limited ("AA Limited") for each applicable licensed unit for which Licensee has purchased a license for the Qualifying Product. (Note that entitlement from a product the is licensed via an entitlement is not allowed.) The foregoing license grant is effective only during the period of time Licensee is current on maintenance for all licenses for the Qualifying Product. Maintenance for Licensee's Qualifying Product includes maintenance for licensed use of AA Limited. Licensee's license to use AA Limited terminates and Licensee must entirely delete the AA Limited software from all systems upon termination or expiration of maintenance coverage for Licensee's Qualifying Product licenses. AA Limited supports the following methods: One Time Password (OTP via Hard or Soft Token), SMS OTP, Email OTP, RADIUS Client, Emergency Password and LDAP Password.

"Qualifying Product" means any one or more of the following products: SecureLogin, Access Manager, Privileged Account Manager, Directory and Resource Administrator, Self Service Password Reset, Micro Focus Filr Advanced, Micro Focus iPrint and Micro Focus Host Access Management and Security Server, OES and OWS.

AA Limited may be upgraded by purchasing and applying an Advanced Authentication License. Applying a license will change the AA Limited server to a full function server for the number of units licensed for Advanced Authentication. Licensee is permitted to run both Advanced Authentication servers and Advanced Authentication Limited servers in Licensee' environment to provide different levels of service. Licensee is permitted to use AA Limited with Advanced Authentication Linux PAM Client, Advanced Authentication Mac OS X Client, or Advanced Authentication Windows Client or any Device Service version only with the separate purchase of Advanced Authentication Clients.

ANNEX 2, SPECIFIC SOFTWARE TERMS

ADDITIONAL LICENSE TERMS:

Licensor hereby grants to Licensee the right to install and use the Licensed Software on Licensee's network or in a Public or Hybrid Cloud. To enable the installation a license file must be imported. The license file contains a key which is valid for the purchased number of managed identities by Licensee only. This license grants use to the agreed number of managed identities by Licensee as described in the license key.

Licensee may, at any time, without prior notice to or consent of Licensor, transfer the Licensed Software to any location other than the site of initial installation for use on any other central processing unit ("CPU") which is owned or controlled by Licensee or by subsidiaries or other entities owned or controlled by Licensee.

Staging Software License. Provided that Licensee is in compliance with the terms of this Agreement, Licensee is authorized to use Licensee's Licensed Software in Licensee's internal, non-production environment solely for testing purposes in a quantity equal to that of Licensee's license entitlement.

Evaluation Software. If the Licensed Software is an evaluation version or is provided to Licensee for evaluation purposes, then, unless otherwise approved in writing by an authorized representative of Licensor, Licensee's license to use the Licensed Software is limited solely for internal evaluation purposes in non-production use and in accordance with the terms of the evaluation offering under which Licensee received the Licensed Software, and does not expire but is limited to 10 users. Upon end of the evaluation, Licensee must discontinue use of the Licensed Software, return to an original state any actions performed by the Licensed Software, and delete the Licensed Software entirely from Licensee's system and Licensee can download the Licensed Software again and perform a subsequent evaluation as needed.

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/.

Lumidigm Sensors. The Licensed Software includes an application that interfaces with sensors manufactured and sold by HID Global Corporation. (the "Sensors"). HID requires that Licensee agree to the following with respect to this application. Licensee may use the application for its internal business purposes only and not for resale or further distribution. Licensee shall not reverse engineer, disassemble, decompile, translate, or otherwise attempt to derive the source code of the application (including any binary components thereof) or any interface specifications or other technical aspects of the Sensors, or authorize any third party to do any of the foregoing, except to the extent applicable law prohibits such restrictions for the purposes of interoperability. If such reverse engineering, disassembling, decompiling or translating is permitted by applicable law, Licensee must first notify HID and provide HID with an opportunity to provide the necessary modifications to Licensee for interoperability purposes for a mutually agreed upon fee. Licensee agrees not to remove or destroy any proprietary marks or labels, including patent, trademark or copyright markings or confidentiality legends placed or contained within the Licensed Software.