Sentinel 7.1.2 EULA

NetIQ® Sentinel™ End-User License Agreement

IMPORTANT – READ CAREFULLY:

THIS CONSTITUTES A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU (EITHER AN INDIVIDUAL OR A LEGAL ENTITY THAT WILL USE THE PRODUCT AND THAT YOU REPRESENT AS AN EMPLOYEE OR AUTHORIZED AGENT) AND NETIQ WITH RESPECT TO THE SOFTWARE IDENTIFIED HEREIN. BY INSTALLING, COPYING, DOWNLOADING OR OTHERWISE ACCESSING THE SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, NETIQ IS UNWILLING TO LICENSE THE SOFTWARE TO YOU. IN SUCH EVENT, YOU MAY NOT USE OR COPY THE SOFTWARE, AND YOU SHOULD PROMPTLY DESTROY ALL COPIES OF THE SOFTWARE AND ACCOMPANYING DOCUMENTATION ("DOCUMENTATION"), OR NOTIFY NETIQ TO OBTAIN INSTRUCTIONS ON RETURN OF THE UNUSED SOFTWARE IN ACCORDANCE WITH ITS RETURN POLICIES.

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8. LIMITATION OF LIABILITY. NetIQ and its suppliers' cumulative liability to You or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the license fee paid to NetIQ for use of the Software.

9. EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. NETIQ AND ITS SUPPLIERS WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

10. PROVISO. EACH OF THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THE ABOVE PARAGRAPHS HEADED "DISCLAIMER OF WARRANTIES", "LIMITATION OFLIABILITY" AND "EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES" APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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12. TERMINATION. Your license to use the Software continues until terminated. This license will terminate automatically if You fail to comply with any term hereof. No notice shall be required from NetIQ to effect such termination. You may also terminate this Agreement at any time by notifying NetIQ in writing of termination. On termination, You must destroy all copies of the Software and remove and uninstall all files an copies of the Software from your information technology systems. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement.

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14. PAYMENT. You are responsible for making full and timely payment for the Software license. You shall pay all of NetIQ's reasonable fees, costs and expenses (including reasonable attorneys' fees) if legal action is required to collect outstanding balances.

15. ASSIGNMENT. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by You, whether voluntary or by operation of law. Any such attempted assignment shall be void and of no effect without the prior written consent of NetIQ.

16. ENTIRE AGREEMENT. This Agreement represents the complete agreement concerning this license and supersedes (i) all prior agreements and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any order, acknowledgment, or similar communication between the parties. It may be amended only by a writing executed by both parties.

17. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.

18. WAIVER. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

19. GOVERNING LAW/JURISDICTION. This Agreement shall be governed by and construed under Washington law as such law applies to agreements between Washington residents entered into and to be performed within Washington, except as governed by Federal law. If any term of this Agreement is inconsistent with any provision of the Uniform Computer Information Transactions Act ("UCITA"), as UCITA may be enacted in the state whose law applies, such term shall be enforced to the full extent allowed by law.

20. AUDIT RIGHTS/VERIFICATION. Licensor has the right to verify Your compliance with this Agreement. You agree to:

A.   Implement internal safeguards to prevent any unauthorized copying, distribution, installation, or use of, or access to, the Software and associated maintenance;

B.   Keep records sufficient to certify Your compliance with this Agreement (including any Product Use Rights Appendix), and, upon request of Licensor, provide and certify metrics and/or reports based upon such records and account for both numbers of copies (by product and version) and network architectures as they may reasonably relate to Your licensing and deployment of the Software and associated maintenance; and

C.   Allow a Licensor representative or an independent auditor to inspect and audit Your computers and records, during Your normal business hours, for compliance with the licensing terms for Licensor's software products or associated maintenance. Upon Licensor's and auditor's presentation of their signed written confidentiality statement form to safeguard Your confidential information, You shall fully cooperate with such audit and provide any necessary assistance and access to records and computers. If an audit reveals that You have or at any time have had unlicensed installation, use of, or access to the Software, You will within 30 days purchase sufficient licenses and/or subscriptions and associated maintenance to cover the volume and time period of any shortfall without benefit of any otherwise applicable discount. If a material license shortfall of 5% or more is found, You must reimburse Licensor for the costs incurred in the audit.EXPORT LAW ASSURANCES. You are responsible for complying with all trade regulations and laws both foreign and domestic. You acknowledge that this Software may only be exported or re-exported in accordance with U.S. Government Export Administration Regulations. Without authorization from the U.S. Government, You may not export or re-export the Software (i) to any prohibited country, person, entity, or end-user as specified by U.S. export controls or (ii) for use in the design, development or production of nuclear, chemical, or biological weapons, or missile technology, or any other prohibited use. You warrant and represent that neither the Bureau of Export Administration of the U.S. Commerce Department not any other U.S. Government entity or agency has suspended, revoked or denied, in whole or in part, Your export privileges. For current information on U.S. export requirements and restrictions visit www.bis.doc.gov/.

21. FORCE MAJEURE. NetIQ and its suppliers shall not be liable in any respect for failures to perform hereunder due wholly or substantially to the elements, acts of God, labor disputes, acts of terrorism, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, armed hostilities, riots and other unavoidable events beyond the control of NetIQ or its suppliers, and the time for performance of obligations hereunder by NetIQ or its suppliers subject to such event shall be extended for the duration of such event.

22. U.S. GOVERNMENT RESTRICTED RIGHTS. By accepting delivery of or installing or using the Software, the U.S. Government or its prime contractor or subcontractor (at any tier) hereby agrees that notwithstanding anything to the

contrary, and to the maximum extent possible under federal law : (a) the acquisition of such Software is governed by FAR Part 12 or DFAR 227.7202-4, as applicable and to the extent such provisions are consistent with this Agreement; (b) such Software qualifies as "commercial computer software" under the applicable procurement regulations; (c) any modifications provided by NetIQ in connection with such Software are either minor derivative modifications or are of a type generally available in the commercial marketplace; and (d) the U.S. Government will be bound by the commercial terms and conditions and restricted rights contained in this Agreement, and no other license terms shall be incorporated into this Agreement except by mutual written consent.

IF YOU ARE A LICENSEE IN EUROPE, THE MIDDLE EAST OR AFRICA, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE FOLLOWING TERMS APPLY TO YOU:

1. NetIQ under this Agreement is NetIQ Europe Limited with its registered offices at Building 2, 2nd Floor, Parkmore East Business Park, Galway, Republic of Ireland. All references to "NetIQ", the licensor of NetIQ software, or NetIQ Corporation (or a subsidiary of NetIQ Corporation) shall refer to NetIQ Europe Limited.

2. If the laws of the country in which You are located require that contracts be in the local language in order to be enforceable, the version of this Agreement that shall govern is the translated version of this Agreement in the local language that is produced by NetIQ within a reasonable time following Your written request to NetIQ.

3. Section 5 (Title) shall not apply and instead the following shall apply: "TITLE. NetIQ and its licensors own all the underlying intellectual property rights in and to the Software and Documentation. The Software and Documentation are NetIQ's confidential protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights, and intellectual property rights in and to the content accessed through the Software are the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives You no rights to such content. This license does not convey to You an interest in or to the Software, but only grants You a limited right of use, which may be revocable in accordance with the terms of this Agreement."

4. The limitations of liability in this Agreement shall not exclude or limit NetIQ's liability for: (1) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontracts, (2) breach of any implied terms as to title or quiet enjoyment of any Software supplied pursuant to this Agreement, or (3) fraudulent misrepresentation.

5. Section 12 (Termination) above shall not apply and instead the following shall apply: "TERMINATION. Your license to use the Software continues unless terminated as provided in this Section. This license will terminate automatically if You fail to comply with any term hereof. No notice shall be required from NetIQ to effect such termination. On termination, You shall destroy all copies of the Software. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement."

6. Section 13 (Communication) above shall not apply.

7. Section 19 (Governing Law) above shall not apply and instead the following shall apply: "GOVERNING LAW. The Agreement is governed by the laws of the Republic of Ireland. You hereby agree that for the benefit of NetIQ, and without prejudice to the right of NetIQ to take proceedings in relation hereto before any other court of competent jurisdiction, that the courts of Ireland shall have exclusive jurisdiction to hear and determine any suit, action or proceedings that might arise out of or in connection with this Agreement and for such purposes You irrevocably submit to the jurisdiction of such courts. Any arbitration provision above shall not apply."

8. You acknowledge and agree that the benefits of certain provisions of this Agreement are expressed to be for NetIQ Europe Limited and NetIQ Corporation. You further acknowledge that each and any of the foregoing shall be entitled in its or their own right to require by You the due performance of each such provision as aforesaid and to this end, that NetIQ Europe Limited is entering into this Agreement not only in its own right, but also as trustee and agent for NetIQ Corporation.

THE FOLLOWING APPENDIX IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

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.

- STANDARD TERMS: Use the Software family headers and the product and license type tags below to locate the Product Use Rights terms applicable to the Software. Your usage of the Software must be consistent with such terms and with the unit count on Your purchase documentation. Product use rights terms below for other license types or products do not apply to You.

- LIMITED USE RESTRICTIONS: Notwithstanding the standard terms below, Your rights may be limited by restrictions which were part of Your Software license acquisition. If such restrictions apply to Your license, then You must apply the restrictions in the broadest possible manner in interpreting Your product and license type rights below.

PRODUCT: NetIQ® Sentinel™

"Collection Point" describes any interface by which Sentinel gathers or receives data from the Organization, e.g. a Connector, Agent, or other Sentinel interface that captures data from Devices.

"Event" describes any single record produced by a Device which describes activity within the Organization's environment.

"Total Events Per Second (Total EPS)" means the aggregate number of Events received by all Sentinel Collection Points for an Organization averaged per second over a standard 24-hour day. All Events received by any Collection Point count toward this measurement even if they are filtered or dropped by the Collection Point or other component in the Sentinel infrastructure. Total EPS can be calculated from the aggregate number of Events collected in a given day and dividing by 86400 (seconds in a day).

"Instance" means the initial copy of the Software necessary for execution of the Software and each additional copy (or partial copy) of the Software stored or loaded in memory or virtual memory.

"Monitor" means to receive information about, either directly or indirectly.

"Device" means any software or hardware entity of any type or class that is a source of Events (such as a network security device, Microsoft Windows or UNIX server, Microsoft SQL Server instance, application instance, etc).

- Where multiple Event sources send their Events to a management console/device/software or syslog server (e.g., "multiplexing" or "pooling" software or hardware), each primary/originating source is separately counted as a Device.

- Multiple related software components that are always packaged as a single product and deployed as a single instance, such as the components of a single operating system instance, may be considered as a single Event source. For example, a database running on an operating systems which is in turn hosted on a virtual platform would be three originating Devices, but each separate executable shipped with the operating system is considered part of a single Device.

"Device Type" means a type or class of Device (such as an Operating System, Firewall, Antivirus software, Universal Adapter).

"Advisor" refers to the Sentinel vulnerability and exploit detection mapping data feed.

"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.

"Sentinel Server" means the primary instance or installed copy of Sentinel that hosts the central configuration database and manages and stores all data. The Sentinel Server may also host the Collector Manager and Correlation Engine services, but these are considered part of the Sentinel Server when doing so.

"Remote Collector Manager" means a separate hosted instance of the Collector Manager service, where it is not executing on the same platform as the Sentinel Server. Remote Collector Managers are configured to send all data to a Sentinel Server.

"Remote Correlation Engine" means a separate hosted instance of the Correlation Engine service, where it is not executing on the same platform as the Sentinel Server. Remote Correlation Engines are configured to analyze all data from a Sentinel Server and send results back to that Sentinel Server.

"Server Component" means the Remote Collector Manager and Remote Correlation Engine components.

"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.

"Plug-in Software Development Kit" (also known as "Sentinel Plug-in SDK")" means the toolkit with which Collectors, Actions, Reports, and other plug-ins can be built or modified.

"Permitted Derivative Works" means derivative works of Collectors, Actions, Reports, Solution Packs, and other plug-ins You create for Your internal use in conformance with the license grant below.

"Solution Pack" is a predefined set of Sentinel content that is imported and deployed into an existing Sentinel installation using the Solution Manager in the Sentinel Control Center component of the Software. The content within a Solution Pack may include, but is not limited to: correlation rule deployments, including deployment status and associated correlation rules, correlation actions, and dynamic lists; reports; iTRAC workflows, including associated roles; Event enrichment, including map definitions and Event metatag configuration; and other associated files added when the Solution Pack is created, such as documentation, example report PDFs, or sample map files.

"Type I Device" means a Device Monitored by Sentinel that is a single server operating system, database, security, or network device (e.g., firewalls, intrusion detection systems (IDS), intrusion prevention systems (IPS), routers, switches, etc.).

"Type II Device" means a Device Monitored by Sentinel that is an application or operating system on individual desktop computers (e.g., virus scanning per desktop) or hand-held or portable devices.

"Type III Device" means a Device Monitored by Sentinel that is a vulnerability scanner device or software.

"Type IV Device" means a Device Monitored by Sentinel that is a non-security enterprise application (e.g., enterprise resource planning (ERP) software, email, application delivery, etc.), log management appliance or software, but does not include syslog servers. Additionally a Type IV Device includes any other Device that doesn't qualify as a Type I, Type II, Type III or Type V Device.

"Type V Device" means a Device Monitored by Sentinel that is a mainframe security logical partition (LPAR) (e.g., IBM z LPARs Monitored by RACF, ACF2, or TopSecret).

"Identity" refers to an entity or enterprise resource such as a person, computing host, or application/service, that is represented within an Identity Management system for the purpose of identifying that entity and associating additional information with that entity.

"Identity Tracking" refers to identity-based monitoring of provisioning and de-provisioning of user accounts, and of activity by the accounts thus created.

"Standard Installation" means an Instance of Sentinel that is deployed on top of a Operating System not provided by NetIQ

"Soft Appliance" means a self-contained installation of the Sentinel Software and an Operating System and any other software components designed to run in a virtual machine environment when delivered as a virtual machine image, or on base hardware when delivered as an ISO image.

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Third Party Notice. Oracle requires that You agree to the following for Java SE Platform Products. Use of the commercial features for any commercial or production purpose requires a separate license from Oracle. "Commercial features" means those features

identified in Table 1-1 (Commercial Features in Java SE Product Editions) of the Java SE documentation accessible at www.oracle.com/technetwork/java/javase/documentation/index.html.

Plug-ins and Add-ons: Sentinel supports a number of modular plug-ins and add-ons that can extend the base functionality of the product. Any such components are covered under this license agreement unless a separate license grant is provided with the plug-in or add-on, in which case the included license terms will apply. In particular, some add-ons are sold under separate SKUs and additional license terms apply to their use.

License to Create Permitted Derivative Works. Certain portions of Sentinel can be customized to create Permitted Derivative Works using the Plug-in Software Development Kit. Creation and use of these Permitted Derivative Works is subject to the licensing terms defined in the Developer License Agreement: http://www.novell.com/developer/novell_developer_license_agreement.html. You may create an unlimited number of Permitted Derivative Works, but the licensing terms described below still apply to all Events collected and Devices connected via those Permitted Derivative Works.

License Models. Depending on how and when the Software was acquired, one and only one of the following license models and entitlements are granted to You.

Sentinel Licensing (Entitlement originating with the purchase of Sentinel 7, Security Manager 6, and later versions of these products or by conversion to such versions from another licensing model)

Enterprise EPS/Device Licensing: Your Sentinel deployment is licensed for a Total Events Per Second (Total EPS) rate not to exceed the total purchased EPS rate or Event source Devices limits stated in your purchase agreement. EPS rate and Device limit licenses are cumulative and it is the total amount that defines the licensed capacity. For instance, if a 500 EPS license and a 1000 EPS license are purchased, the total licensed EPS would be cumulative and provide entitlement to 1500 EPS.

The licensing is exceeded if the daily average exceeds the licensed EPS at least 2 times within the previous 30 days or if Events are collected from more Devices than are licensed.

The right to collect Events from Type I Devices, Type II Devices, Type III Devices, and Type IV Devices is included with the Enterprise EPS/Device licenses up to the cumulative number of purchased Devices. The right to collect Events from Type V Devices is not included in the Enterprise EPS/Device entitlements. Licenses must be purchased specifically for each Type V Device from which Events are being collected. For Type II Devices, individual anti-virus or anti-malware agents that report events to a central console will not be counted as separate Devices for the purposes of the Enterprise EPS/Device Licensing, only the central management console will be counted.

The Enterprise EPS/Device Licensing is distinct and independent from any other Sentinel licensing. The Enterprise EPS/Device Licensing does not replace, reduce, or alter the entitlements granted under these license models.

Identity Tracking Solution Pack Licensing (Entitlement originating with the purchase of Identity Tracking or by conversion to such versions from another licensing model)

Identity Tracking Solution Pack Licensing: Your Identity Tracking Solution Pack purchase provides a limited use license of Sentinel. This license provides the right to collect and process Events from Devices corresponding to licensed NetIQ Identity Manager Integration Modules excluding the Mainframe and Midrange Integration Modules. The license is granted on a per User basis (i.e. unique directory object) as defined in the NetIQ Identity Manager EULA. For example, if You have deployed the Blackboard Integration Module for NetIQ Identity Manager, You are permitted to collect Events from the Blackboard Integration Module itself using Sentinel, as well as directly from Blackboard solely for the purposes of Identity Tracking. The Identity Tracking Solution Pack License is limited, however, and will be deemed to have been exceeded if: 1) used to analyze activity for a greater number of Identities than were purchased and/or 2) if the Sentinel deployment is used to collect and process Events for purposes other than the Identity Tracking and/or 3) to collect Events from any Device not corresponding to licensed NetIQ Identity Manager Integration Modules.

The Identity Tracking Solution Pack Licensing is distinct and independent from any other Sentinel licensing. The Identity Tracking Solution Pack Licensing does not replace, reduce, or alter the entitlements granted under these license models.

Sentinel Licensing (Entitlement originating with purchase of Sentinel prior to version 7)

Instance Licensing: Your Sentinel deployment is licensed to operate with the number of purchased Instances to which You have entitlement. Each Instance is defined as a separate installation of the Sentinel Server stored or loaded into memory or virtual memory. If specific Instances are allocated for Non-production use, they are licensed separately.

Additional Server Components such as Remote Collector Managers and Remote Correlation Engines are licensed separately for each installed Instance of the Server Component.

An instance license is required for each installation of the Sentinel Server and for each additional copy (or partial copy) of the Sentinel Server stored or loaded in memory or virtual memory.

Type I Devices, Type II Devices, Type III Devices, Type IV Devices, and Type V Devices are licensed separately for each Device for which Events are collected by any Sentinel Server.

The Instance Licensing is distinct and independent from any other Sentinel licensing. The Instance Licensing does not replace, reduce, or alter the entitlements granted under these license models.

Novell Compliance Management Platform (Entitlement originating with the purchase of the Novell Compliance Management Platform)

Novell Compliance Management Platform Licensing: Your Novell Compliance Management Platform purchase provides a limited use license of Sentinel. This license provides the right to collect and process Events from Devices corresponding to licensed Novell Identity Manager Integration Modules, excluding the Mainframe and Midrange Integration Modules. The license is granted on a per User basis (i.e. unique directory object) as defined in the NetIQ Identity Manager EULA. For example, if You have deployed the Blackboard Integration Module, You are permitted to collect Events from the Blackboard Integration Module itself, as well as directly from Blackboard solely for the purposes of Identity Tracking. The Novell Compliance Management Platform License is limited, however, and will be deemed to have been exceeded if: 1) used to analyze activity for a greater number of Identities than were purchased and/or 2) if the Sentinel deployment is used to collect and process Events for purposes other than the Identity Tracking and/or 3) to collect Events from any Device not corresponding to licensed NetIQ Identity Manager Integration Modules.

The Novell Compliance Management Platform Licensing is distinct and independent from any other Sentinel licensing. The Novell Compliance Management Platform Licensing does not replace, reduce, or alter the entitlements granted under these license models.

Sentinel Licensing (Entitlement originating with the purchase of Security Manager prior to version 6.0, and now applied to Sentinel).

Device Licensing: Your Sentinel deployment is licensed to collect and process Events from the number of Devices by Device Type specified in the purchase agreement.

The Device Licensing is distinct and independent from any other Sentinel licensing. The Device Licensing does not replace, reduce, or alter the entitlements granted under these license models.

END OF PRODUCT USE RIGHTS APPENDIX

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