

Sentinel™

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proceeding arising out of or relating to the Agreement may only be brought before a federal or state court of appropriate jurisdiction in Utah. If a party initiates Agreement-related legal proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees. If, however, Your country of principal residence is a member state of the European Union or the European Free Trade Association, (1) the courts of Ireland shall have exclusive jurisdiction over any action of law relating to this Agreement; and (2) where the laws of such country of principal residence are required to be applied to any such action of law the laws of that country shall apply. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Entire Agreement. This Agreement, together with any other purchase documents or other agreement between You and Licensor, sets forth the entire understanding and agreement between You and Licensor and may be amended or modified only by a written agreement agreed to by You and an authorized representative of Licensor. NO LICENSOR, DISTRIBUTOR, DEALER, RETAILER, RESELLER, SALES PERSON, OR EMPLOYEE IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY REPRESENTATION OR PROMISE THAT IS DIFFERENT FROM, OR IN ADDITION TO, THE TERMS OF THIS AGREEMENT.

Waiver. No waiver of any right under this Agreement will be effective unless in writing, signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.

Severability. If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

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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® 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).

"Stored Events Per Second (Stored EPS)" means the aggregate number of Events actually stored by the Software for an Organization, after filtering, averaged by the second. Any Events received by a Collection Point that are filtered by any mechanism and are therefore not stored are not counted in this measurement. Stored EPS is calculated automatically by the Software for each batch of events that is stored; the aggregate number of Events in a given batch is divided by the number of seconds stored within that batch to arrive at the Stored EPS.

"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. The Sentinel Server may have different feature sets enabled by license depending on what was purchased.

"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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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.

Sentinel Free Licensing (Entitlement provided free for all versions of Sentinel 7.3+ and later versions of these products)

Stored EPS Licensing: Your Sentinel deployment is licensed for a Stored EPS rate not to exceed 25 EPS. Exceeding this limit will cause event data to be flagged and rendered inaccessible until a full license is purchased.

The licensing is exceeded if the per-batch average exceeds 25 EPS for any given batch.

The right to collect Events from Type I Devices, Type II Devices, Type III Devices, and Type IV Devices is included with the Stored EPS Licensing. The right to collect Events from Type V Devices is not included in the Stored EPS entitlements, and licenses for Type V devices are not available under this Licensing.

The Stored EPS Licensing is available only for otherwise unlicensed installations of the software; if another license is installed Stored EPS Licensing no longer applies. The Stored EPS Licensing does not replace, reduce, or alter the entitlements granted under these other 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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