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"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.

"Licensee" means a legal entity, excluding subsidiaries and affiliates with a separate existence for tax purposes or for legal personality purposes. An example of a Licensee in the private sector would be a corporation, partnership, or trust, excluding any subsidiaries or affiliates of the Licensee possessing a separate tax identification number or company registration number. In the public sector, an example of a Licensee 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 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 Licensee'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 Licensee's 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 Licensed 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 Licensor

"Soft Appliance" means a self-contained installation of the Licensed 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.

LICENSE OPTIONS

The Licensed Software licensing models are typically associated with a "per" phrase stating the counting basis for the Licensed Software (for example, "Per User" or "Per Device" or "Per Instance"). Such phrases may appear in a variety of sources such as the Documentation, the Purchase Documentation, or product use rights and restrictions as set forth in this Appendix A or in Appendix B attached to this Agreement (in total, "Sources").

Licensor hereby grants to Licensee a perpetual, non-exclusive license to use the Licensed Software, subject to the terms and conditions set forth hereinafter, for the number and type of license identified on Licensee's Order Documentation. This license becomes effective upon acceptance of this Agreement during the installation process initiated by importing the license file of the Licensed Software and the subsequent license granted to the Licensed Software remains in full force until Licensee stops using the Licensed Software or until Licensor terminates this license because of Licensee's failure to comply with any of its terms and conditions.

The following license types apply to Licensee's use of the Licensed Software depending on which license type Licensee purchased the Licensed Software under. For evaluation rights, please see the Evaluation Software paragraph in Annex 2 below.

LICENSE TYPES

<u>License Options</u>. Depending on how and when the Licensed Software was acquired, one and only one of the following License Options and entitlements are granted to Licensee.

Enterprise EPS/Device Licensing: Licensee's 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 Product Order. 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 options. The Enterprise EPS/Device Licensing does not replace, reduce, or alter the entitlements granted under other license options.

Enterprise EPS/Device Licensing is applicable to Sentinel 7, Security Manager 6, and later versions of these products or by conversion to such versions from another License Option.

Instance Licensing: Licensee's Sentinel deployment is licensed to operate with the number of purchased Instances to which Licensee has 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 options. The Instance Licensing does not replace, reduce, or alter the entitlements granted under other license options.

Instance Licensing is applicable only to entitlements originating with Sentinel prior to version 7.

Identity Tracking Solution Pack Licensing: An 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 Identity Manager Integration Modules from Licensor excluding the Mainframe and Midrange Integration Modules. The license is granted on a per User, per Managed Identity, or per FTES basis (i.e. unique directory object) as defined in the Identity Manager EULA and the Product Order. For example, if Licensee has deployed the Blackboard Integration Module for Identity Manager, Licensee is 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 Users, Managed Identities or FTES 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 Identity Manager Integration Modules from Licensor.

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

Identity Tracking Solution Pack Licensing is applicable to entitlements originating with Identity Tracking or by conversion to such versions from another License Option.

Device Licensing**:** Licensee's Sentinel deployment is licensed to collect and process Events from the number of Devices by Device Type specified in the Product Order.

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

Device Licensing is applicable only to entitlements originating with Security Manager prior to version 6.0.

Compliance Management Platform Licensing: Licensee's 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 Identity Manager Integration Modules from Licensor, excluding the Licensor's Mainframe and Midrange Integration Modules. The license is granted on a per User, per

Managed Identity, or per FTES basis (i.e. unique directory object) as defined in the Licensor's Identity Manager EULA and Product Order. For example, if Licensee has deployed the Blackboard Integration Module from Licensor, Licensee is permitted to collect Events from the Blackboard Integration Module itself, as well as directly from Blackboard solely for the purposes of Identity Tracking. The 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 Users, Managed Identities, or FTES 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 Identity Manager Integration Modules from Licensor.

The Compliance Management Platform Licensing is distinct and independent from any other Sentinel licensing options. The Compliance Management Platform Licensing does not replace, reduce, or alter the entitlements granted under other License Options.
Compliance Management Platform Licensing is applicable only to entitlements originating with the Compliance Management Platform.

Stored EPS Licensing: In this evaluation/introductory license option, Licensee's Sentinel deployment is licensed for a Stored EPS not to exceed 25 EPS. Exceeding this limit will cause event data to be flagged and rendered inaccessible upon completion of the evaluation and/or when such limit is exceeded. Upon application of a non-evaluation license key for Sentinel under one of the License Options above, such event data will be made accessible.

The Stored EPS 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 as an introductory or evaluation license. Once a non-evaluation license key for Sentinel is applied, Stored EPS Licensing no longer applies. The Stored EPS Licensing does not replace, reduce, or alter the entitlements granted under other License Options.

Plug-ins and Add-ons: Sentinel is delivered with certain built-in or add-on modular plug-ins and supports a number of additional modular plug-ins and add-ons (such as ArcSight SmartConnector) that can extend the base functionality of the product, including those Permitted Derivative Works created by Licensee. 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 may apply to their use. This EULA governs your use of such add-on modular plug-ins and supported add-ons and plug-ins, including, without limitation, the Sentinel Agent Manager Installer bundled with the Licensed Software.

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. Licensee 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.

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