

NetIQ® Change Guardian 4.1 NetIQ End User License Agreement

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LICENSED USE

Commercial Software.

DEFINITIONS:

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

"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 Exchange mailbox, 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.

LICENSE GRANT:

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 below). 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 Instance of Change Guardian, you 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 you have acquired the applicable licenses for use. FOR CLARITY: (i) Within a single Change Guardian Instance, a single monitored Object will require only one license, regardless of the number or types of Server Components deployed; (ii) If a single Object is monitored by more than one Change Guardian Instance, then it will require more than one license.

Change Guardian Device and Object Types are as follows unless otherwise defined in your purchase documentation.

LICENSING METRICS/OBJECT TABLE

<u>Module</u>	<u>Object Count</u>
Windows Server	Number of monitored Microsoft Windows server-class logical operating system instances
Windows Workstation	Number of monitored Microsoft Windows workstation-class logical operating system instances
Active Directory and Group Policy	Number of enabled Active Directory User accounts
UNIX Server	Number of monitored UNIX or Linux logical operating system instances

UNIX Workstation

Number of monitored UNIX or Linux logical operating system instances

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

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

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