Additional License Authorizations

For Identity and Access Management Products

This Additional License Authorizations document ("ALA") set forth the applicable License Options and additional specific software license terms that govern the authorized use of the software products specified below, and are part of the applicable agreement (i.e., Micro Focus End User License Agreement; and/or any separate agreement that grants Licensee a license to such products (e.g., Customer Portfolio Terms or other Master Agreement); and/or Quotation) (the "Applicable Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Applicable Agreement.

Products covered

These are the products covered under this ALA. If an Identity and Access Management product is not listed below, the product-specific license terms in the end user license agreement (EULA) included with that product shall be considered the ALA for that product.

OpenText™ Advanced Authentication Yes Class 4 Client Login Extension Yes Class 4 eDirectory Yes Class 4 Identity Access Yes Class 4 Identity Administration Yes Class 4 OpenText™ Identity Governance Yes Class 4 Identity Intelligence Yes Class 4 Identity Management Administration Yes Class 4 OpenText™ Identity Manager Yes Class 4 Identity Tracking Yes Class 4 LDAP Proxy Yes Class 4 Privileged Access Manager Yes Class 4 Risk Service Yes Class 4 Secure API Manager Yes Class 4 SecureLogin Yes Class 4	Products	E-LTU or E-Media available *	Non-production software class **
Client Login Extension Yes Class 4 eDirectory Yes Class 4 Identity Access Yes Class 4 Identity Administration Yes Class 4 OpenText™ Identity Governance Yes Class 4 Identity Intelligence Yes Class 4 Identity Management Administration Yes Class 4 Identity Management Administration Yes Class 4 Identity Tracking I	OpenText [™] Access Manager	Yes	Class 4
eDirectory Identity Access Yes Class 4 Identity Administration Yes Class 4 Identity Intelligence Identity Intelligence Identity Management Administration Yes Class 4 Identity Management Administration Yes Class 4 Identity Tracking Identity Tracking Yes Class 4 Identity Tracking Id	OpenText [™] Advanced Authentication	Yes	Class 4
Identity Access Identity Administration Yes Class 4 OpenText™ Identity Governance Yes Class 4 Identity Intelligence Yes Class 4 Identity Management Administration Yes Class 4 OpenText™ Identity Manager Yes Class 4 Identity Tracking Identity Manager Yes Class 4 Identity Manager Yes Class 4 Identity Manager Identity M	Client Login Extension	Yes	Class 4
Identity Administration Yes Class 4 OpenText™ Identity Governance Yes Class 4 Identity Intelligence Yes Class 4 Identity Management Administration Yes Class 4 OpenText™ Identity Manager Yes Class 4 Identity Tracking Yes Class 4 Identity Tracking Yes Class 4 Privileged Access Manager Yes Class 4 Privileged Access Manager Yes Class 4 Secure API Manager Yes Class 4 SecureLogin Yes Class 4	eDirectory	Yes	Class 4
OpenText™ Identity Governance Identity Intelligence Yes Class 4 Identity Management Administration Yes Class 4 OpenText™ Identity Manager Yes Class 4 Identity Tracking Yes Class 4 Identity Tracking Yes Class 4 Privileged Access Manager Yes Class 4 Privileged Access Manager Yes Class 4 Secure API Manager Yes Class 4 SecureLogin	Identity Access	Yes	Class 4
Identity Intelligence Yes Class 4 Identity Management Administration Yes Class 4 OpenText TM Identity Manager Yes Class 4 Identity Tracking Yes Class 4 LDAP Proxy Yes Class 4 Privileged Access Manager Yes Class 4 Risk Service Yes Class 4 Secure API Manager Yes Class 4 SecureLogin	Identity Administration	Yes	Class 4
Identity Management AdministrationYesClass 4OpenText™ Identity ManagerYesClass 4Identity TrackingYesClass 4LDAP ProxyYesClass 4Privileged Access ManagerYesClass 4Risk ServiceYesClass 4Secure API ManagerYesClass 4SecureLoginYesClass 4	OpenText™ Identity Governance	Yes	Class 4
OpenText™ Identity Manager Yes Class 4 Identity Tracking Yes Class 4 LDAP Proxy Yes Class 4 Privileged Access Manager Yes Class 4 Risk Service Yes Class 4 Secure API Manager Yes Class 4 SecureLogin Yes Class 4	Identity Intelligence	Yes	Class 4
Identity TrackingYesClass 4LDAP ProxyYesClass 4Privileged Access ManagerYesClass 4Risk ServiceYesClass 4Secure API ManagerYesClass 4SecureLoginYesClass 4	Identity Management Administration	Yes	Class 4
LDAP Proxy Yes Class 4 Privileged Access Manager Yes Class 4 Risk Service Yes Class 4 Secure API Manager Yes Class 4 SecureLogin Yes Class 4	OpenText [™] Identity Manager	Yes	Class 4
Privileged Access Manager Yes Class 4 Risk Service Yes Class 4 Secure API Manager Yes Class 4 SecureLogin Yes Class 4	Identity Tracking	Yes	Class 4
Risk Service Yes Class 4 Secure API Manager Yes Class 4 SecureLogin Yes Class 4	LDAP Proxy	Yes	Class 4
Secure API Manager Yes Class 4 SecureLogin Yes Class 4	Privileged Access Manager	Yes	Class 4
SecureLogin Yes Class 4	Risk Service	Yes	Class 4
	Secure API Manager	Yes	Class 4
Self Service Password Reset Yes Class 4	SecureLogin	Yes	Class 4
	Self Service Password Reset	Yes	Class 4

^{*} Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

^{**} Additional licenses solely for non-production use may be available as specified in the <u>Non-Production Licensing Guide</u> found at depending on the non-production software class specified above. Any such non-production licenses will be subject to the Non-Production Licensing Guide and the applicable License Option terms and conditions set forth in this ALA.

Definitions

Term	Definition
Academic (ALA)	An Academic License Agreement (ALA) is used for higher (post secondary) educational institutions and subject to the Qualifying Academic Customers guide
B2C/G2C	Business to Consumer (B2C) and Government to Citizen (G2C) refers to consumers and/or citizens of the licensee that provide Consumer or Citizen (as defined below) (a) access or use rights to any portion of the Licensed Software, or (b) access or use rights to products (devices, hardware, or software) being managed by the Licensed Software, regardless of whether the user object is assigned to a person or device.
Citizen	Means a third party citizen or resident to whom a customer that is a Governmental Entity provides services or goods as part of its normal business operations, excluding current or former employees, agents, contractors or suppliers.
Consumer	Means a third party entity or person outside a customer's organization to whom the customer provides services or goods as part of your normal business operations, excluding current or former employees, agents, contractors or suppliers.
Database	Means application data including table structure, stored procedures, and other functionality.
Deployment	Means the software Implementation plus the installation of associated, licensed software that is part of the Identity Intelligence solution.
Duplicated Identities	Any object with multiple identifying associations (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.
E-LTU and E-Media	Means products which are electronically delivered only, and as such any references to FOB Destination or delivery methods that are stated on Your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
FTES	Means full-time-equivalent staff.
Government Entity	Means a customer that is a government-owned or affiliated entity performing services or duties of a public character for the benefit of all citizens of a community and whose primary purpose is not to generate a profit. Government-owned or affiliated telecommunications, media, utilities or mining companies are not Governmental Entities. If there is an issue concerning whether an organization is a Governmental Entity, our opinion will prevail so long as it treats similarly situated entities the same.
Inactive	Inactive is a User or Identity object that has been marked as "disabled" for at least 120 days within the system in which that object authenticates
Identity	Means a user or custom object, human or non-human, but not including a group object.
Implementation	Means an installation of the software on a single server or installed on a cluster of Servers which work together as a single installation of the software.
Instance	Means the initial copy of the Licensed Software necessary for execution of the Licensed Software and each additional copy (or partial copy) of the License Software stored or loaded in memory or virtual memory.
Limited License Model	Means a model that includes the use of a restricted entitlement in specific use cases. These Limited License Models are used for the following types of entitlements: Email OTP, Emergency Password, LDAP Password, OATH OTP, RADIUS Client, SMS OTP.
LTU	Means License to Use.
Managed Identity	Means an Identity managed by or connecting through the Licensed Software.
School (SLA)	A School license is used for academic institutions providing primary and secondary education as outlined in the Qualifying Academic Customers guide

Term	Definition
User	Means a user object in a single directory tree (or other class of object that contains data representing a person, such as objects containing credit card information or PIN numbers) that has (a) access or use rights to any portion of the Licensed Software, or (b) access or use rights to products (devices, hardware, or software) being managed by the Licensed Software, regardless of whether the user object is assigned to a person or device. User objects (or other classes of objects) representing the same person that are linked to each other within a single tree and/or linked across multiple trees count as only one User.

Software Specific License Terms

Access Manager

The License Options for this Licensed Software are typically associated with a "per" phrase stating the counting basis for the Licensed Software (for example, "Per User" or "Per Managed Identity" or "Per FTES", each referred to hereafter as a "Managed Object").

Licensee may install, use and execute the component(s) of the Licensed Software for that number and type of Managed Objects for which Licensee has paid Licensor a license fee. The manner of calculating the type and number of Managed Objects for which Licensee need a license for the Licensed Software shall be determined by Licensor based on Licensee's configuration and operation of the Licensed Software and interpreted with reference to the Applicable Agreement.

The following licenses apply to Licensee's use of the Licensed Software depending on the type of license Licensee has purchased for the Licensed Software.

User Model. 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.

Inactive User Model. An Inactive User requires an Inactive User license.

Instance Model (also referred to as "server" model). The Access Gateway component of the Licensed Software (which is the gateway software that performs access management services to protected web applications, including role-based authorization, web single sign-on and data encryption) and the Identity Server component of the Licensed Software (which is the server software that performs authentication, federation, role definition and policy distribution) are licensed separately. Use of each requires purchase of the applicable quantity of Access Manager instance licenses.

Access Gateway. Licensee must acquire an Access Manager instance license for each Instance of the Access Gateway Software.

Identity Server. Licensee must acquire an Access Manager instance license for each Instance of the Identity Server Software.

NetIQ Access Manager Appliance. If Licensee deploys the Licensed Software as an appliance, then Licensee will have installed an Instance of the Access Gateway Software as well as an Instance of the Identify Server Software. Consequently, Licensee must acquire two (2) Access Manager Instance licenses for each appliance.

Managed Identity Model If Licensee has a "per Managed Identity" license, the following terms and conditions apply to Licensee's use of the Licensed Software

A "per Managed Identity" license is required for every Managed Identity collected within the Licensed Software from all user or identity sources. Inactive Identities do not require licenses. Duplicated Identities within the Licensed Software will each require a Managed Identity license. Provided that Licensee complies with the above requirements, Licensee is authorized to use an unlimited number of copies of the Licensed Software.

Limited Use Managed Identity Model. This limited use license can be used only for B2C/G2C use cases and not for employee or workforce use cases.

FTES Model. If Licensee has a "per FTES" license, the following terms and conditions apply to Licensee's use of the Licensed Software

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 Licensee 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.

Additional Licensing Terms

For license review, license audit and license compliance - User information, including but not limited to dashboards, reports and data, from Audit Compliance and Data Intelligence (ACDI) will *not* be used to determine license compliance.

Limited use license to Sentinel for the purpose of Access Manager reporting and analytics

The limited-use license of Sentinel provides the right to collect and process events from devices corresponding to licensed Access Manager components. The limited use license will be deemed to have been exceeded if: i) Sentinel is used to collect and process events for purposes other than Access Manager reporting/analytics and/or ii) Sentinel is used to collect events from any device not corresponding to licensed Access Manager. In either case, Licensee is obligated to purchase additional Sentinel licenses sufficient to address any proposed expanded usage of Sentinel beyond this limited use license.

eDirectory Software License. The quantity of licenses for the eDirectory software included with Licensee's lawfully acquired user licenses of the Access Manager Software is equal to the greater of (1) the quantity of User licenses Licensee has lawfully acquired for the Access Manager Software, or (2) 250,000 Users per company/entity. If Licensee has licensed the Software on an Instance model, then Licensee may use an equivalent number of Instance licenses of the eDirectory software, but Licensee's use of eDirectory software is limited to use only with the Licensed Software. The foregoing eDirectory licenses are not upgradeable and are otherwise subject to the license terms applicable to the eDirectory software.

Non-production License. All license models above include a non-production license based on the general terms listed in the End User License Agreement (EULA). Non-production license count cannot exceed the license count of the lawfully acquired licenses.

Mobile App: If the Software is a mobile application for the iOS platform, Apple requires that Licensor include certain terms in this Application" refers to the Licensed Software). You acknowledge that the Applicable Agreement is concluded between You and Licensor only, and not with Apple. Licensor is solely responsible for the Licensed Application and the content thereof. To the extent that this Agreement provides for usage rules for the Licensed Application that are less restrictive than the Usage Rules set forth for Licensed Applications in, or otherwise are in conflict with, the App Store Terms of Service, then those more restrictive terms in the App Store Terms of Service also apply. Your license to use the Licensed Application is limited to a non-transferable license to use the Licensed Application on an iOS Product that You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application or Your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under

consumer protection or similar legislation. Intellectual Property Rights: You acknowledge that, in the event of any third-party claim that the Licensed Application or Your and use of that Licensed Application infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and You are not listed on any U.S. Government list of prohibited or restricted parties. You must comply with applicable third-party terms of agreements when using Your Application, e.g., if use VoIP, then You must not be in violation of Your wireless data service agreement when using the Licensed Application. Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement. Upon Your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against You as a third-party beneficiary thereof.

Advanced Authentication

The following License Options are the types of licenses available for a given software product as further specified in this ALA. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order.

Per User Model

Licensee must acquire a user license for each User object that resides in the software system. Each unique user who has access to or uses the Licensed Software must have a user object uniquely assigned to that entity 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 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 do not require licenses.

Per Client Model

The usage of the following authentication methods require an additional (add-on) "client" license to the standard User and/or Managed Identity license. The quantity of licenses cannot exceed the number of lawfully acquired licenses for User and/or Managed Identity license: Apple Touch ID, BankID, Bluetooth eSec, Card, Facial Recognition, FIDO U2F, FIDO2, Fingerprint, HANIS Face, HANIS Fingerprint, PKI, Swisscom Mobile ID, Windows Hello, Windows Hello for Business

Per FTES License

Licensee must acquire a license for each FTES. 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" for purposes of this section 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.

ADDITIONAL LICENSE TERMS

Advanced Authentication Limited User Entitlement for Qualifying Products

If Licensee has purchased licenses for a Qualifying Product (not including any entitlement to a Qualifying Product that Licensee may receive as part of a license to another product) and is current on maintenance for all licenses for the Qualifying Product, then subject to the terms and conditions of this ALA, Licensor grants Licensee a non-exclusive, non-transferable right to internally use Advanced Authentication Limited ("AA Limited") User for each applicable licensed unit for which Licensee has purchased a license for the Qualifying Product. The "User" license falls under the same conditions defined above. The foregoing license grant is effective only during the period Licensee is current on maintenance for all licenses for the Qualifying Product. The foregoing license grant limits the amount of licensed users to not exceed the number of lawfully acquired licenses of 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 Access Manager (formerly referred as Privileged Account Manager), Directory and Resource Administrator, Self Service Password Reset, Identity Administration (Per managed Identity), Identity Governance License (Per managed identity), Advanced Authentication Connector for z/OS, StarTeam, Micro Focus Filr Advanced, Micro Focus iPrint, Micro Focus Host Access Management and Security Server, Enterprise Messaging, Groupwise, Retain Server, Open Enterprise Server, Open Enterprise Server, ZENworks Configuration Management, ZENworks Asset Management, ZENworks Patch Management, ZENworks Endpoint Security Management, ZENworks Full Disk Encryption, and Hybrid Workspaces.

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.

Data Credits

Data credits are the same as data SMS or Voice calls. The default Advanced Authentication license allows for sixty (60) data credits. Additional calls require an additional license.

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 or CPU which is owned or controlled by Licensee or by subsidiaries or other entities owned or controlled by Licensee.

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.

Non-production License. All license models above include a non-production license based on the general terms listed in the End User License Agreement (EULA). Non-production license count cannot exceed the license count of the lawfully acquired licenses.

If the Software is a mobile application for the iOS platform, Apple requires that Licensor include certain terms in this Agreement. You hereby agree to and acknowledge the following terms (for purposes of this addendum, the term "Licensed Application" refers to the Licensed Software). You acknowledge that the Applicable Agreement is concluded between You and Licensor only, and not with Apple. Licensor is solely responsible for the Licensed Application and the content thereof. To the extent that this Agreement provides for usage rules for the Licensed Application that are less restrictive than the Usage Rules set forth for Licensed Applications in, or otherwise are in conflict with, the App Store Terms of Service, then those more restrictive terms in the App Store Terms of Service also apply. Your license to use the Licensed Application is limited to a non-transferable license to use the Licensed Application on an iOS Product that You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application. You acknowledge that Apple is not responsible for addressing any claims relating to the Licensed Application or Your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Intellectual Property Rights: You acknowledge that, in the event of any third party claim that the Licensed Application or Your and use of that Licensed Application infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and You are not listed on any U.S. Government list of prohibited or restricted parties. You must comply with applicable third-party

terms of agreements when using Your Application, e.g., if use VoIP, then You must not be in violation of Your wireless data service agreement when using the Licensed Application. Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement. Upon Your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against You as a third-party beneficiary thereof.

Lumidigm Sensors. The Licensed Software includes an application that interfaces with sensors manufactured and sold by HID Global Corporation (the "Sensors"). 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 Global Corporation (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.

Client Login Extension

Subject to the terms and conditions of the Applicable Agreement, Licensee may use this Licensed Software solely in conjunction with its valid licenses of Licensor's Identity Manager, SecureLogin, Self Service Password Reset, and/or Access Manager software. Licensee may not redistribute the Licensed Software.

eDirectory

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.

eDirectory Developer License. As a convenience to developers developing products that interoperate with eDirectory, the 90 day limit on the evaluation period is removed. This modification applies solely to Licensee's use of the eDirectory product for development and testing purposes.

iMonitor, Certificate Server, Identity Console. Licensee is authorized to install and use the Licensed Software identified in this paragraph internally within Licensee's organization in connection with Licensee's lawful use of eDirectory.

Micro Focus Internet Cryptographic Infrastructure (NICI). Licensee is authorized to install and use NICI internally within Licensee's organization in connection with Licensee's lawful use of eDirectory and subject to the license terms applicable to NICI.

NMAS License. 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 are authorized to use an unlimited number of copies of the Licensed Software.

Identity Access

This Licensed Software has the same License Options as Identity Manager below.

Identity Administration

This Licensed Software has the same License Options as Identity Manager below.

Identity Governance

The License Options for this Licensed Software are typically associated with a "per" phrase stating the counting basis for the Licensed Software (for example, "Per User" or "Per Managed Identity" or "Per FTES", each referred to hereafter as a "Managed Object").

Licensee may install, use and execute the component(s) of the Licensed Software for that number and type of Managed Objects for which Licensee has paid Licensor a license fee. The manner of calculating the type and number of Managed Objects for which Licensee need a license for the Licensed Software shall be determined by Licensor based on Licensee's configuration and operation of the Licensed Software and interpreted with reference to the Applicable Agreement.

The following licenses apply to Licensee's use of the Licensed Software depending on the type of license Licensee has purchased for the Licensed Software.

User Model

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.

Managed Identity Model

If Licensee has a "per Managed Identity" license, the following terms and conditions apply to Licensee's use of the Licensed Software: A "per Managed Identity" license is required for every Managed Identity collected and merged into the Identity Governance catalog within the Licensed Software from all user or identity sources. Duplicated and Inactive Identities within the Licensed Software will each require a Managed Identity license.

Limited Use Managed Identity Model

If Licensee has purchased licenses for Identity Manager Advanced Edition per Managed Identity and is current on maintenance for all such licenses, then Licensee may use a limited entitlement for Identity Governance. The foregoing license grant is effective only during the period of time Licensee is current on maintenance for all of its Managed Users licensed with Identity Manager Advanced Edition. They are entitled to install and use the identity catalog based features of Identity Governance to create and manage identities, accounts, groups, applications, permissions, and business roles. All other features are provided on a preview basis and cannot be fully enabled or used in production without the purchase of a full "per managed identity" license for Identity Governance. For an complete list of features that are license with the Limited Use Managed Identity entitlement can be found at Identity Governance Feature Entitlements

FTES Model

If Licensee has a "per FTES" license, the following terms and conditions apply to Licensee's use of the Licensed Software:

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 Licensee 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.

Non-production License

All license models above include a non-production license based on the general terms listed in the End User License Agreement (EULA). Non-production license count cannot exceed the license count of the lawfully acquired licenses.

Micro Focus ArcSight SmartConnectors

Micro Focus ArcSight SmartConnectors are designed to retrieve data from any computer system in which an Instance or Instances of the IDI software is installed or other various sources in Licensee environments, normalize that data, and forward it to another product. The SmartConnector license included with Identity Intelligence entitles Licensee to ingest data only for Identity Intelligence data sources and forward it to other components in the Identity Intelligence Deployment. Ingesting data from or forwarding data to any product other than Identity Intelligence requires a separate license.

Transformation Hub

Transformation Hub provides an enterprise message delivery bus, raw data normalization, enrichment, and transformation capabilities for data from various sources. Identity Intelligence includes a license to use Transformation Hub to process only data intended for or used by Identity Intelligence. The right to use the Transformation Hub for other purposes requires a separate license.

ArcSight Management Center

ArcSight Management Center (ArcMC) Software is a centralized security management center that manages deployments of components such as ArcSight SmartConnector and Transformation Hub through a single interface. Identity Intelligence includes a license that entitles Licensee to use ArcMC to manage only Instances of Micro Focus ArcSight SmartConnectors and the Transformation Hub included in the Identity Intelligence Deployment.

Identity Management Administration

This Licensed Software has the same License Options as Identity Manager below.

Identity Manager

Definitions

"Content" means the configuration packages and reports included with or made available by Licensor for the Licensed Software for the purpose of configuring and using the Licensed Software.

"Engine" means the components of the Licensed Software that manage the operations of the Identity Manager User Application, the Integration Modules, integration modules provided by Licensor consulting services, and/or third-party integration modules.

"Integration Module(s)" means any Identity Manager ("IDM") integration module or collection of IDM drivers available on Licensor's published price list (including third party integration modules on Licensor's price list but excluding drivers provided through Licensor consulting services), regardless of whether purchased directly or indirectly from Licensor.

LICENSE OPTIONS

The following License Options are the types of licenses available for a given software product as further specified in this ALA. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order.

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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. Inactive Users require an Inactive license.

Per Managed Identity License

A "per Managed Identity" license is required for every Managed Identity collected within the Software *from all user or identity sources*. Inactive identities do not require licenses.

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Licensee must acquire a license for each FTES. 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 Licensee that shows accurate information. Licensor may also verify the reported FTES count by accessing http://nces.ed.gov/globallocator/ or other government and non-profit databases.

For license review, license audit and license compliance – User or Identity information, including but not limited to dashboards, reports and data, from Audit Compliance and Data Intelligence (ACDI) will **not** be used to determine license compliance.

ADDITIONAL LICENSE TERMS

Purchase of Identity Manager licenses is a prerequisite for use of the Identity Manager User Application and the Integration Modules.

Identity Manager Advanced Edition

Licensee must acquire an Advanced Edition license for each license type under which Licensee is licensed. 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. Licensee may create and internally use derivative works of the configuration packages portion of the Content and may distribute those derivative works internally. You may also create new reports or edit the reports that are provided as part of the Content and may distribute the new or edited reports internally or externally.

Limited Use Managed Identity Model

Identity Manager Advanced Edition PMI customers who are current on maintenance have a limited access entitlement for Identity Governance. They are entitled to install and use the identity catalog based features of Identity Governance to create and manage identities, accounts, groups, applications, permissions, and business roles. All other features are provided on a preview basis and cannot be fully enabled or used in production without the purchase of a full "per managed identity" license for Identity Governance.

For an complete list of features that are license with the Limited Use Managed Identity entitlement can be found at <u>Identity</u>

Governance Feature Entitlements

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The following components may only be used in Identity Manager Advanced Edition and may not be used in Identity Manager Standard Edition: Role, Request, Approval functionality in Identity Manager Home and Provisioning Dashboard; Advanced Reporting on data outside the identity vault/engine within current state and inside the identity vault/engine within historical

data; Approval Workflow; Full Roles Framework, including role creation; Resource Model; Full User Application with Dashboard-based reporting; Role and Resource catalogs; Catalog Administrator; Basic Attestation and Managed System Gateway ("MSGW") driver.

Identity Management Limited Use Managed Identities

This limited use license can be used only for Consumers and Citizens for B2Cor G2C use cases respectively, and not for employee or workforce use cases.

Identity Manager Integration Modules

The Licensed Software includes certain standard integration components and utilities for use with the Licensed Software. Specialized Integration Modules are sold and licensed separately for use with the Engine. For Integration Modules sold separately, Licensee must acquire a user license for each User of the Integration Module. Each person who accesses or uses the Integration Module 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 Integration Module Software.

Identity Manager Bundle Edition

"Commercial Drivers" means the Identity Manager drivers for eDirectory™, Novell Business Continuity Clustering, Micro Focus Groupwise and Active Directory. The term "Commercial Drivers" will also include any other Identity Manager driver that Licensor designates as a Commercial Driver in the applicable license terms for such driver. Commercial Drivers are licensed for commercial use with the Primary Product.

"Evaluation Drivers" means the Identity Manager drivers included with the Licensed Software other than the Commercial Drivers. Evaluation Drivers are licensed for limited evaluation purposes in accordance with the Applicable Agreement.

"Primary Product" means the Micro Focus software product with which Licensee received the Identity Manager Bundle Edition Software. By way of example, Licensee may have received the Identity Manager Bundle Edition Software with Licensee's purchase of licenses for the Open Enterprise Server product.

Licensee may use the Commercial Drivers with the Identity Manager engine included with the Licensed Software solely to enable Licensee's licensed use of the Primary Product and only in connection with Licensee's licensed use of the Primary Product. Licensee may use the Evaluation Drivers with the Identity Manager engine included with the Licensed Software solely for internal evaluation purposes. Licensee may not use the Identity Manager Software with the User Application for Identity Manager, the Roles Based Provisioning Module for Identity Manager or with any drivers or integration modules other than the Commercial Drivers specified above. Use of the Identity Manager Software with any drivers or modules other than as expressly specified above and other than solely in support of the Primary Product requires the purchase of the requisite licenses to the Identity Manager product (licenses sold separately).

eDirectory License

The quantity of User licenses for the eDirectory software included with lawfully acquired licenses of the Identity Manager Advanced Edition, Identity Manager Standard Edition Software or Identity Manager Bundle Edition is equal to the greater of (1) the quantity of licenses lawfully acquired for the Identity Manager Software, or (2) 250,000 Users per entity/company. The foregoing eDirectory licenses are not upgradeable and are otherwise subject to the standard license terms applicable to the eDirectory software.

Limited use license to Sentinel for the purpose of Identity Manager Event Audit Store

The limited-use license of Sentinel provides the right to collect and process events from devices corresponding to licensed Identity Manager components. The limited use license will be deemed to have been exceeded if: i) Sentinel is used to collect and process events for purposes other than Identity Manager reporting and/or ii) Sentinel is used to collect events from any device not corresponding to licensed Identity Manager. In either case, Licensee is obligated to purchase additional Sentinel licenses sufficient to address any proposed expanded usage of Sentinel beyond this limited use license.

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Identity Tracking

The License Options for this Licensed Software are typically associated with a "per" phrase stating the counting basis for the Licensed Software (for example, "Per User" or "Per Managed Identity" or "Per FTES", each referred to hereafter as a "Managed Object").

Licensee may install, use and execute the component(s) of the Licensed Software for that number and type of Managed Objects for which Licensee has paid Licensor a license fee. The manner of calculating the type and number of Managed Objects for which Licensee need a license for the Licensed Software shall be determined by Licensor based on Licensee's configuration and operation of the Licensed Software and interpreted with reference to the Applicable Agreement.

The following licenses apply to Licensee's use of the Licensed Software depending on the type of Managed Object model Licensee has purchased for the Licensed Software.

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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.

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LDAP Proxy

Licensee must acquire an instance license for each Instance of the Licensed Software.

Privileged Access Manager (Privileged Account Manager)

Per Managed Endpoint License

Licensee must acquire a license for each "Managed Endpoint". A "Managed Endpoint" is defined as any system, device or application that is managed and/or controlled by the Licensed Software. The managed endpoint could be a server, a virtual machine, a Database, a network device or an application. The Licensed Software allows for multiple methods to access a single managed endpoint, and in the case where there are multiple sets of credentials for a managed endpoint that the Licensed Software is managing and/or controlling access to, each managed endpoint will be counted as a single (1) instance

requiring one (1) license. The Licensed Software also provides for a relay server (concentrator feature) to gain access to multiple managed endpoints, in this case, devices connected through the relay server require an individual license for the systems under control of the licensed software.

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Licensee must acquire a license for each "Managed Identity". A "Managed identity" is a unique active identity (user or custom objects, human or non-human) that resides in the Privileged Access Manager identity store that accesses the endpoints managed and/or controlled by Privileged Access Manager. Inactive identities do not require licenses. User licenses from Inactive Users can be redistributed.

Non-production License. All license models above include a non-production license based on the general terms listed in the End User License Agreement (EULA). Non-production license count cannot exceed the license count of the lawfully acquired licenses.

Differentiations between server licenses and workstation licenses

The Licensed Software provides features, for both "servers" and "workstations". For the purposes of licensing, a workstation is defined as a computer system that is typically used directly by a person to perform work. A server hosts applications and services for multiple users (and may include virtual machines, database, network device or application), which is typically used indirectly by a person or process (through a network connection), to perform a function.

Use of Single-Sign-On (SSO) Add-on Option

Single-Sign-On (SSO) capabilities for use with the Licensed Software may be purchased by the Licensee as an add-on to the Software ("SSO Module"). The SSO capabilities are not included in the base Per Instance, Per Managed Identity or Per Managed Endpoint License model and such functionality may not be used by Licensee without purchasing an add-on license for an SSO Module.

If Licensee has purchased the SSO Module for the Software, then these additional terms shall apply to the use of the SSO Module:

License Grant. If Licensee has purchased the SSO Module as an add-on component for the Licensed Software, Licensee is granted a license to use the SSO add-on functionality for an unlimited number of Users so long as the use of the SSO capability is used solely in combination with the Licensed Software and does not exceed the license entitlement of Licensee or the scope of use for the Licensed Software as further described in the applicable Product Order and/or software Documentation. Licensee may not use the SSO Module for any use cases or applications not aligned with the use of the Licensed Software as described in the software Documentation and/or applicable Product Order.

NetIQ Modular Authentication Services ("NMAS"). The quantity of user licenses for the NMAS Software included with the Licensee's purchase of the SSO Module as an add-on to the Licensed Software is also unlimited so long as the use of the NMAS Services is solely in combination with the use of the Licensed Software and does not exceed the license entitlement of the Licensee or the scope of use for the Licensed Software as further described in the purchase documentation and/or software Documentation. The foregoing NMAS licenses are otherwise subject to the standard license terms applicable to the NMAS software.

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The License Options for this Licensed Software are typically associated with a "per" phrase stating the counting basis for the Licensed Software (for example, "Per User" or "Per Managed Identity" or "Per FTES", each referred to hereafter as a "Managed Object"). Risk Service must be purchased as an "Add-on" to Advanced Authentication.

Licensee may install, use and execute the component(s) of the Licensed Software for that number and type of Managed Objects for which Licensee has paid Licensor a license fee. The manner of calculating the type and number of Managed Objects for which Licensee need a license for the Licensed Software shall be determined by Licensor based on Licensee's configuration and operation of the Licensed Software and interpreted with reference to the Applicable Agreement.

Additional License Authorizations

For Identity and Access Management Products

The following licenses apply to Licensee's use of the Licensed Software depending on the type of Managed Object model Licensee has purchased for the Licensed Software.

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If Licensee has a "per Managed Identity" license, the following terms and conditions apply to Licensee's use of the Licensed Software:

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FTES Model

If Licensee has a "per FTES" license, the following terms and conditions apply to Licensee's use of the Licensed Software:

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 Licensee 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.

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Licensee may use the Software in its internal, non-production environment solely for testing purposes in a quantity equal to that of its Managed Object commercial licenses.

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Secure API Manager

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SecureLogin

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The following licenses apply to Licensee's use of the Licensed Software depending on the type of Managed Object model Licensee has purchased for the Licensed Software.

User Model

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Managed Identity Model

If Licensee has a "per Managed Identity" license, the following terms and conditions apply to Licensee's use of the Licensed Software:

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FTES Model

If Licensee has a "per FTES" license, the following terms and conditions apply to Licensee's use of the Licensed Software:

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 Licensee 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.

Self Service Password Reset

User Model. 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 License A "per managed identity" license is required for every Managed Identity collected within the Software from all user or identity sources. Inactive identities do not require licenses.

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The Licensed Software may require Licensee to separately obtain the Java™ Platform, Standard Edition Runtime Environment (JRE), and in such event any use of the JRE shall be governed by the license agreement accessible at http://www.oracle.com/technetwork/java/javase/terms/license/index.html. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html. Licensee may not create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "javax", "sun", "oracle" or similar convention as specified by Oracle in any naming convention designation. The Licensed Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Additional copyright notices and license terms applicable to portions of the Licensed Software may be included in the THIRDPARTYLICENSEREADME.txt file included with the Licensed Software.

