

FLEXERA SUBSCRIPTION AGREEMENT



TermScout Certified Contract



Flexera Subscription Agreement

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***This Flexera Subscription Agreement was certified to be more customer-favorable than 99% of 1,500+ similar agreements reviewed by TermScout, as of 13 June 2024.**

This Flexera Subscription Agreement (“**Agreement**”) is a legal contract between Ordering Activity under GSA Schedule contracts identified in the Order (in either case the “**Customer**”), and the Flexera entity listed in the Global Appendix attached hereto (“**Flexera**”) for the Products and Services (collectively “**Products**”).

By executing a written order the Product(s), Customer agrees to be bound by the terms of this Agreement. If Customer is an individual entering into this Agreement on behalf of a company or other legal entity, such individual represents that it has the authority to bind that entity and its Affiliates to these terms and conditions; if such individual does not have such authority, or if such individual does not wish to be bound by the terms of this Agreement, such individual must not install, access or use the Product(s). If Customer has a separately executed written agreement with Flexera for the Product(s), then that separate agreement will apply and this Agreement will be of no force or effect with respect to those Product(s). The Effective Date of this Agreement is the date Customer copies, downloads, accesses, or otherwise uses the Product(s).

1. Definitions. Terms will have the meanings as ascribed in this Section or as otherwise described throughout this Agreement.

- 1.1. **Affiliate:** any entity in which a party to this Agreement has the legal or practicable ability to procure compliance by the applicable entity with the terms and conditions of this Agreement.
- 1.2. **Background IP:** any intellectual property rights owned or created by or on behalf of a party and whether in existence prior to the Effective Date and/or created thereafter independently of this Agreement.
- 1.3. **Business Day:** any day which is not a Saturday, Sunday, legal holiday, or other day on which commercial banks are required or authorized by law to be closed in the applicable Customer’s location.
- 1.4. **Confidential Information:** any business and/or technical information that is received by the Recipient from the Discloser that a) is in written, recorded, graphical or other tangible form and is marked "Confidential" or "Trade Secret" or similar designation; b) is in oral form and identified by the Discloser as "Confidential" or "Trade Secret" or similar designation at the time of disclosure, with subsequent confirmation in writing within thirty (30) days of such disclosure; or c) is received under circumstances that should reasonably be interpreted as imposing an obligation of confidentiality.
- 1.5. **Customer:** the above-named company or Affiliate that may place an Order subject to the terms of this Agreement, as applicable.
- 1.6. **Customer Site:** any location owned or leased solely by Customer or an Affiliate or that portion of any shared space, such as a shared data center, attributable solely to Customer or such Affiliate, or in the instance of an employee working remotely, that location from which such employee is working while using Customer or Affiliate-provided equipment on which the Software may be installed.
- 1.7. **Data Protection Laws:** those laws applicable to the processing of personal data in the relevant jurisdictions, including but not limited to the General Data Protection Regulation 2016/679.
- 1.8. **Discloser:** the party disclosing Confidential Information.
- 1.9. **Diverse Suppliers:** businesses owned by minority, women, lesbian, gay, bisexual or transgender (LGBT), veteran, or persons with disabilities.
- 1.10. **Documentation:** the technical specification documentation generally made available by Flexera to its customers regarding the Products from time to time.
- 1.11. **Force Majeure Event:** any strike, blockade, war, act of terrorism, riot, natural disaster, sanction, or failure or diminishment of power or of telecommunications or data networks or services.
- 1.12. **Internal Purposes:** use of the Products for the benefit of Customer (and/or its Affiliates) for the purpose of managing its own IT estate.
- 1.13. **License Level:** the Products usage limits as specified in the Order.

- 1.14. **Order:** either (i) a written order document executed by Customer and Flexera referencing this Agreement and specifying the Products or Services purchased by Customer hereunder or (ii) a purchase order delivered by Customer for Products or Services, provided that such purchase order contains the requisite level of detail for the parties to identify the specific Products or Services, quantities, and prices.
- 1.15. **Products:** Both SaaS and Software.
- 1.16. **Recipient:** the party receiving Confidential Information.
- 1.17. **SaaS:** means a software application (including any associated database content provided with or embedded within the software application as well as the software to be deployed on physical and/or virtual resources) licensed to Customer on a subscription basis that is owned, delivered, and managed remotely by Flexera as part of a multi-tenant hosted environment, and specified in an applicable Order.
- 1.18. **Service Levels:** the service levels that will apply to SaaS and that are set out at <https://www.flexera.com/legal/saas-service-levels.html> or as otherwise agreed in an Order. Nothing herein shall bind the Customer to any service level unless the terms are attached hereto or provided to Customer for review and agreed to in writing by all parties. Customer expressly does not agree to any terms inconsistent with GSAR Clause 552.212-4552.212-4(u) *Unauthorized Obligations*, and GSAR Clause 552.212-4(u) *Commercial supplier agreements – unenforceable clauses*
- 1.19. **Services:** any professional, consulting and training services (not including Support) as further defined in an Order.
- 1.20. **Software:** the object code form of software products (including any associated database content provided with or embedded within the software products) licensed to Customer for installation at Customer Sites. Except as otherwise expressly set forth herein or in an applicable Order, Software does not include source code.
- 1.21. **Subcontractor:** any third party engaged by Flexera to deliver Services.
- 1.22. **Subscription Term:** duration of Customer's license to use the Products as agreed in the applicable Order.
- 1.23. **Support:** the support services set out at www.flexera.com/legal/support-terms or as otherwise agreed in an Order. Nothing herein shall bind the Customer to any support terms unless the terms are attached hereto or provided to Customer for review and agreed to in writing by all parties. Customer expressly does not agree to any terms inconsistent with GSAR Clause 552.212-4552.212-4(u) *Unauthorized Obligations*, and GSAR Clause 552.212-4(u) *Commercial supplier agreements – unenforceable clauses*.
- 1.24. **Update:** means patches, additions, modifications and new versions of a Software product incorporating such patches, additions, and modifications that are provided to Customer by Flexera and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that Flexera considers to be a separate product or for which Flexera charges its customers extra or separately.
- 1.25. **Work Product:** any custom deliverable created exclusively for Customer in the performance of the Services.

2. License Grant.

- 2.1. **Grant of License.** For the Subscription Term and License Level set forth in an Order, Flexera grants to Customer a non-transferable (except as provided herein), non-sublicensable, non-exclusive license to use the Products in accordance with the Documentation. The Order will specify the specific Products offering and license model purchased by Customer and the applicable Product Specific Terms set forth at <https://www.flexera.com/legal/product-specific-terms.html> attached hereto will apply.
- 2.2. **Delivery.** Customer will receive access to SaaS via a website hosted by Flexera and Software via electronic delivery.
- 2.3. **Installation and Copies.** Customer may install Software at Customer Sites only. Customer may make a reasonable number of copies of Software for testing, back-up and archival purposes.
- 2.4. **Use by Affiliates and Contractors.** Customer's Affiliates and contractors may also use the licenses granted to Customer, provided that (a) such use is only for Customer's or such Affiliate's benefit, (b) Customer agrees to remain responsible for each such Affiliate's and/or contractor's compliance with the terms and conditions of this Agreement, and (c) Customer's Affiliate or contractor is not already an existing customer of Flexera under a separate Order. Use of the Products by the Affiliates, contractors and Customer in the aggregate must be within the License Level.
- 2.5. **License Restrictions.** Customer will not (and will require any third party not to):
 - 2.5.1. modify, distribute (except as expressly permitted herein), sell, sublicense, rent, lease the Products or Documentation (or any part thereof) or use the same for any reason other than Internal Purposes, provided that Customer may use Products to manage the IT estate of any third party (other than Affiliates) if it purchases a service provider license as expressly set forth in an Order;
 - 2.5.2. remove any product identification, proprietary, copyright, or other notices contained in the Documentation;
 - 2.5.3. modify any part of the Documentation or create a derivative work of any part of the Documentation, except for Customer's own internal use or otherwise expressly authorized in writing by Flexera;
 - 2.5.4. conduct vulnerability scanning or penetration testing of Flexera systems or the SaaS;
 - 2.5.5. reverse engineer, decompile, or otherwise interrogate any libraries, data or databases incorporated or provided with the Products to create or improve a similar product;
 - 2.5.6. access any libraries, data or databases incorporated or provided with the Products via any mechanism other than the Products;
 - 2.5.7. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source

- relating to the Products or Documentation; or
- 2.5.8. use SaaS and/or Flexera's data (including any data arising in connection with or derived from Flexera's data even if it has been de-identified or anonymized) for machine learning, predictive analytics, nature language processing or other forms of analysis.
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- 2.6. Intellectual Property Rights. Flexera or its licensors will retain exclusive ownership of all rights, title, and interest in and to the Products and Documentation. Customer will own any output of the Products, provided that any Background IP included in the output will remain the property of Flexera. All data or other information in any medium that is generated or processed (including by way of machine learning, predictive analytics, natural language processing or other forms of analysis) in connection with SaaS, Products, Documentation of the Services will be owned by Flexera.
- 2.7. Overage. At any time during the Subscription Term set forth in an Order, if Customer usage exceeds its License Level ("**Overage**"), Customer will correct the Overage by purchasing additional licenses within thirty (30) days of the Overage. If Customer does not purchase licenses for the Overage within such thirty (30) day period, Flexera may suspend Customer's use of the SaaS for that portion of Customer use exceeding the scope of Customer's SaaS license by providing fifteen (15) days prior notice. Customer agrees (i) that Flexera may access to view Customer's instance(s) of the SaaS and (ii) to provide Flexera with all information reasonably required for the purpose of verifying Customer's compliance with the License Level, which may be in the form of a formal certification.

3. Support and Service Levels. Flexera will provide Support during the applicable Subscription Term and will provide SaaS in accordance with the Service Levels during the applicable Subscription Term. Flexera will not, during the Subscription Term, make any changes to Products, Support, or Service Levels that result in a material diminution to the terms agreed herein.

4. Services.

- 4.1. Expenses. If Services are performed onsite at Customer facilities, Customer will reimburse Flexera for actual and reasonable travel expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document Flexera will adhere to the more stringent of either Flexera's or Customer's travel policy (as provided by Customer and agreed to by Flexera).
- 4.2. Customer Policies. Flexera and its personnel will comply with all reasonable policies of Customer applicable to the provision of Services, provided that such policies do not materially add to or conflict with the terms of this Agreement or the applicable Order or purport to impose any personal liability on such personnel.
- 4.3. Delays and Cancellations. If performance of Services is delayed due to Customer's failure to provide required access, Customer personnel availability or canceled by Customer on less than five (5) Business Days' notice, Customer agrees to reimburse any travel expenses which have been incurred and are non-cancelable, non-refundable, or non-creditable.
- 4.4. Work Product. Customer will own all Work Product, provided that any Background IP included in the Work Product will remain the property of Flexera.
- 4.5. Personnel Flexera agrees not to assign any personnel to perform Services at a Customer site who have failed a background check or who have committed a felony shown by such background check. Flexera will, at a minimum, have performed the following checks on such personnel to the extent permitted by applicable laws:
 - 4.5.1. Verification of the personnel's applicable identification number (e.g., social security number) to verify the accuracy of the personnel's identity and current and previous addresses.
 - 4.5.2. A criminal background search of all court records of the personnel's addresses over the past seven (7) years.
 - 4.5.3. Verification of the personnel's post high school education or degrees or professional certifications.

5. Representations and Warranties.

- 5.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that, as of the applicable Order Effective Date:
 - 5.1.1. it is duly incorporated and validly existing under applicable laws and in good standing in applicable business locations as required; and
 - 5.1.2. it is duly authorized to enter into and to perform its obligations under this Agreement; and
 - 5.1.3. it is in compliance with all applicable laws related to the performance of its obligations under this Agreement.
- 5.2. Flexera's Representations and Warranties.
 - 5.2.1. Performance Warranty. Flexera represents and warrants to Customer that (i) for a period of ninety (90) days from delivery of the Software (for Software) or (ii) during the applicable Subscription Term (for SaaS), the Products will operate in substantial conformity with the Documentation and the Service Levels. Flexera does not warrant that Customer's use of the Products will be uninterrupted or error-free. This warranty does not apply to claims arising out of or relating to: (a) use of the Products with hardware or software not required in the Documentation; or (b) defects arising from use of the Products in violation of this Agreement. In response to a performance warranty claim Flexera will either (a) use commercially reasonable efforts to provide Customer with an error-correction or work-around that corrects the reported non-conformity or (b) to replace the non-conforming Products with conforming Products. If the parties determine such remedies to be impracticable within a reasonable period of time, either party may terminate the part of the Order applicable to the non-conforming Products and Flexera will refund any prepaid and unused fees for the non-conforming Products.

- 5.2.2. Service Warranty. Flexera represents and warrants that the Services will be performed in a professional and workmanlike manner and in accordance with generally accepted industry standards and practices.
- 5.2.3. Anti-Virus Warranty. Flexera represents and warrants to Customer that the Products do not contain any known viruses, worms, Trojan horses or other harmful, malicious, or destructive code.
- 5.2.4. No Disabling Devices Warranty. Flexera represents and warrants to Customer that the Products do not include any functionality that generates messages, data, or reports that are transmitted to Flexera without consent from Customer. Notwithstanding the foregoing, the Products may include features that will limit use of the Products beyond the License Level.
- 5.2.5. Non-Infringement Warranty. Flexera represents and warrants to Customer that the Products do not infringe the intellectual property rights of a third party.
- 5.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER FLEXERA NOR ITS SUPPLIERS MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, AND FLEXERA AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnities

- 6.1. General Indemnities. Flexera will have the right to intervene to defend and indemnify Customer and its employees, officers, board members, agents, representatives, and officials from and against any and all claims, demands, actions, losses, liabilities, injury, damages, which are brought by a third party and caused by, arise from or relate to (i) the willful or reckless acts or omissions of Flexera, its employees, agents, subcontractors or consultants; (ii) wrongful death, bodily injury, or damage to real and tangible property caused by Flexera; (iii) any material breach by Flexera of the confidentiality obligations set forth in the section of this Agreement titled "Confidential Information"; and (iv) any material breach by Flexera of the data privacy obligations set forth in the section of this Agreement titled "Data Privacy". Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 6.2. Infringement Indemnity. Flexera will have the right to intervene to defend and indemnify Customer and its employees, officers, board members, agents, representatives, and officials from and against all claims, demands, actions, losses, liabilities, injury, damages, which are brought by a third party and caused by, arise from, or relate to an allegation that the Products infringe a patent, copyright, or trademark. If the Products are, or in Flexera's opinion use of the Products is likely to be, subject to an infringement claim, or if required by settlement of the same, Flexera will either: (a) substitute for the Products substantially functionally similar programs; (b) procure for Customer the right to continue using the Products; or if (a) and (b) are commercially impracticable, (c) terminate the applicable Order and refund to Customer any prepaid and unused fees for the affected Products.. The foregoing infringement indemnity does not apply to the extent the infringement claim arises as a result of: (1) modification of the Product (except for setting configuration options provided in the Product) by or on behalf of Customer; (2) the combination of the Product with other non- Flexera products or processes not specifically required in the Documentation; (3) Customer's unauthorized use of the Product or use of the Product in violation of this Agreement; (4) Customer's failure to implement an Update to the Software which would avoid the infringement after Flexera provides notice that implementing such Update would avoid the infringement; or (5) third party software. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 6.3. Process. The foregoing indemnity obligations are conditioned upon Customer providing to Flexera (i) prompt written notice of any claim (but in any event notice in sufficient time for Flexera to respond without prejudice); (ii) the right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation. Flexera will not agree to any settlement that admits fault or attributes liability or otherwise imposes any affirmative obligation of Customer without first obtaining Customer's prior written consent.

7. Liability.

- 7.1. GENERAL LIABILITY CAP. EXCEPT AS SET FORTH BELOW, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER (OR WITH RESPECT TO FEES DUE, PAYABLE) TO FLEXERA DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING A CLAIM.
- 7.2. ENHANCED LIABILITY CAP. FLEXERA'S LIABILITY TO CUSTOMER FOR DAMAGES AND EXPENSES ARISING PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS (INCLUDING INDEMNITIES RELATED TO CONFIDENTIALITY, DATA PRIVACY AND INFRINGEMENT) UNDER THIS AGREEMENT WILL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000).
- 7.3. UNLIMITED LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO LIMIT OF LIABILITY WILL APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR FOR DAMAGES ARISING FROM DEATH OR BODILY INJURY CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR PAYMENT OF FEES, OR FOR ANY OTHER LOSS THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.
- 7.4. DAMAGES WAIVER. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY

(i) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR (ii) LOST PROFITS, LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, OR INTERRUPTION OF BUSINESS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH

DAMAGES IN ADVANCE.

- 7.5. [EMEA ONLY] No person who is not a party to this Agreement is entitled to enforce any terms of the same under the Contracts (Rights of Third Parties) Act 1999.

8. Invoicing and Payment.

- 8.1. Invoicing. Unless otherwise agreed in an Order, Flexera will invoice Customer as follows:
- 8.1.1. for Products, annually in advance; and/or
 - 8.1.2. for Services and associated expenses, monthly in arrears.
- 8.2. Payment. Customer agrees to pay Flexera the fees indicated in each applicable Order within thirty (30) days of Customer's receipt of the invoice for the applicable Order. Flexera shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Any late payments will be subject to a service charge equal to the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. If Customer is required to withhold and pay any withholding tax imposed at source on any amount payable to Flexera under this Agreement, then Customer will deliver to Flexera the original tax receipt or other proof of payment, and Customer's payment of the balance (after deducting any such withholding) will constitute payment in full of the amount owed by Customer to Flexera and Customer will assist Flexera in recovering any withholding tax from the relevant tax authority. If Flexera is required by Customer to use any invoicing portal or similar service to issue invoices, receive purchase orders, or otherwise contract with Customer, then any fees incurred by Flexera for Flexera's use of such portal or service will be billed back to Customer.
- 8.3. Purchase Orders. If Customer requires a separate purchase order to be provided to Flexera for Flexera to invoice Customer, Customer commits to providing a purchase order within five (5) Business Days of its receipt of license keys from Flexera. In the event Customer fails to deliver a purchase order within such timeframe, Customer's signed Order, if there is one, will constitute Customer's approval for Flexera to invoice Customer. For multi-year Subscription Terms, Customer must provide a purchase order for either (i) the total payable for the entire Subscription Term, or (ii) one (1) year at a time, provided that the first purchase order must indicate that it is for the first year of a committed three (3) year Subscription Term; regardless of the purchase order form selected, if Customer licenses Products for a multi-year Subscription Term, the license is non-cancelable and Customer will be obligated to pay for the total value of the Subscription Term. The parties agree that any additional or conflicting terms and conditions included in a Customer purchase order shall have no force and effect and are hereby rejected.
- 8.4. Purchases Through Resellers. In the event Customer purchases Products via a reseller, the invoicing and payment terms agreed between Customer and such reseller will apply in lieu of the terms set forth herein.
- 8.5. Renewal. Following the Subscription Term set forth in an Order, licenses may be renewed for additional periods of one (1) year at a time by executing a written order (each a "**Renewal Term**"). Fees for each Renewal Term will be as indicated in the GSA Schedule Contract and Pricelist.

9. Term and Termination.

- 9.1. Term. This Agreement is effective as of the Effective Date and will continue until terminated in accordance with its terms.
- 9.2. Termination for Cause.
- 9.2.1. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Flexera shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
 - 9.2.2. The parties acknowledge that a violation of the sections titled "License Restrictions", "Overage", "Payment", and "Confidential Information" will be deemed to be a material breach of this Agreement.
- 9.3. Effect of Expiration or Termination.
- 9.3.1. Upon any expiration or termination of an Order, Customer will cease all use of the Products licensed under such Order. Where Customer terminates an Order for cause, Flexera will refund Customer for all fees paid in advance for Products or Services not yet received, on a pro-rata basis from the termination date to the end of the Subscription Term. Where Flexera terminates an Order for cause, all fees committed under the terminated Orders will become immediately due and payable.
 - 9.3.2. Termination of this Agreement or an Order will not automatically terminate any other agreement or order unless the terminating party is entitled to terminate such other agreement or order and includes such other agreements or orders in its termination notice to the other party.
 - 9.3.3. With respect to SaaS and provided all fees due under the Agreement have been paid, Customer will have up to 30 calendar days from the effective date of the termination or expiration of this Agreement or an Order to access the SaaS

solely to retrieve the available Customer content and for no other usage. Thereafter, (i) Customer will have no access to the SaaS, and (ii) Flexera will have no obligation to retain the Customer content or make the Customer content available to Customer.

- 9.4. Transition Assistance. Upon any expiration or termination of an Order, Flexera agrees to provide transition Services pursuant to an Order.
- 9.5. Survival. In the event this Agreement is terminated but an Order is still outstanding, this Agreement will continue to apply to the outstanding Order until such Order expires or is terminated in accordance with this Agreement. Any provision that by the very nature of which should survive will survive any termination or expiration of this Agreement.

10. Confidential Information.

- 10.1. Protection of Confidential Information. The Recipient will a) have the right to disclose the Confidential Information only to its employees, consultants, contractors and Affiliates having a need to know and who have agreed in writing to be bound to confidentiality terms substantially similar to those contained herein; b) use at least as great a standard of care in protecting the Discloser's Confidential Information as it uses to protect its own information of like character, but in any event not less than a reasonable degree of care; c) use such Confidential Information only in connection with its rights and/or obligations under this Agreement; and d) at the Discloser's option return or destroy any or all Confidential Information upon the Discloser's demand. Confidential Information will remain confidential for a period of three (3) years from disclosure. No time limit will apply to Confidential Information marked or otherwise identified as or deemed to be a "Trade Secret". Any software, documentation or technical information provided by Flexera (or its agents), performance information relating to the Products, and the terms of this Agreement will be deemed "Trade Secrets" of Flexera without any marking or further designation.
- 10.2. Exclusions. The Recipient's nondisclosure obligation does not apply to information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Recipient; (c) is rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Recipient who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Discloser). Flexera recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
- 10.3. Reserved.

- 11. **Data Privacy.** Where personal data is being processed, the parties will comply with their respective obligations as a data processor and a data controller under the relevant Data Protection Law(s). The Data Processing Agreement ("**DPA**") attached hereto and located at www.flexera.com/legal/dpa as of the Effective Date will apply to the Processing of Personal Data (as each is defined in the DPA), unless the parties execute (or have already executed) a different DPA, in which case the executed DPA will apply. For the avoidance of doubt the SaaS does not require Flexera to have access to any sensitive or special categories of Customer personal data. Flexera will conduct annual SSAE 16 SOC audits during any Subscription Term for SaaS. Flexera will, upon request, provide Customer a SSAE 16 SOC Type I and/or II audit report covering the SaaS. Customer agrees that the foregoing fulfills Flexera's audit obligations under applicable Data Protection Laws, except for any additional audits required by an applicable data protection authority or regulatory body with authority over Flexera and Customer.
- 12. **Security.** Flexera will provide the SaaS in accordance with the information security terms attached at Schedule 1 to this Agreement.
- 13. **Audit by Customer.** Customer may audit Flexera for the purpose of verifying Flexera's compliance with the terms of this Agreement. Audits performed subject to this Section will (i) only be performed during the term of this Agreement, (ii) require prior written notice of at least thirty (30) days, (iii) be conducted remotely and during regular business hours, (iv) not unreasonably interfere with Flexera's business activities, (v) be conducted no more than once per year, (vi) not be related to security or privacy, which are covered separately under this Agreement or the DPA; and (vii) only cover the immediately preceding two (2) years.
- 14. **Evaluation.** If Flexera provides a Product as a trial, evaluation, beta version, or proof of concept, or otherwise at no charge, then the following terms shall apply to such Product and take precedence in the event of any inconsistency between this Section "Evaluation" and any other term or condition in this Agreement: (a) Flexera grants Customer a worldwide, nonexclusive, revocable, nontransferable, nonsublicensable license to use the Product during the term and within the usage limits identified by Flexera solely for Customer's internal evaluation purposes; (b) Flexera may revoke Customer's Product license at any time for any reason; (c) the following Sections of this Agreement shall not apply: (i) "Indemnities", and (ii) "Flexera's Representations and Warranties"; (d) to the maximum extent permitted by applicable law, the Products are provided "as is" and Flexera disclaims all obligations or liability, including any statutory or implied warranty obligations, and in any event, Flexera's aggregate liability shall not exceed US \$100.00, and (e) in addition to (a) to (d) above for any Product or feature made available as a beta version (i) the beta Product is not an official product and has not been commercially released for sale by Flexera; (ii) the beta Product may not operate properly, be in final form or fully functional; (iii) the

beta Product may contain errors, design flaws or other problems; (iv) Flexera is under no obligation to release a commercial version of the beta Product, (v) Customer's use of the beta Product shall be for evaluation and feedback purposes only.

15. General.

- 15.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. No assignment will be effective until the assigning party provides written notice of such assignment, including the assignee's written agreement to the terms of this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.
- 15.2. Subcontracting. Flexera may engage a Subcontractor to perform its obligations hereunder provided that Flexera remains responsible for the compliance of such Subcontractor with the terms of this Agreement.
- 15.3. Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.
- 15.4. Governing Law. This Agreement is governed, without reference to applicable conflicts of law principles, by the Federal laws of the United States ("**Governing Law**"). The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The language of any litigation or legal proceeding shall be English. The prevailing party in arbitration or litigation is entitled to recover its reasonable attorneys' fees and costs from the other party. CUSTOMER MUST INITIATE ANY CAUSE OF ACTION FOR ANY CLAIM(S) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ITS SUBJECT MATTER WITHIN 6 YEARS FROM THE DATE WHEN CUSTOMER KNEW, OR SHOULD HAVE KNOWN AFTER REASONABLE INVESTIGATION, OF THE FACTS GIVING RISE TO THE CLAIM(S).
- 15.5. Amendments; Waivers. Unless expressly stated otherwise in this Agreement, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. Where this Agreement provides for a specific remedy to be provided by Flexera, such remedy will be the sole and exclusive remedy for Customer. No provision of any purchase order or other business form employed by Customer will add to or supersede the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.
- 15.6. Construction and Interpretation. The original of this Agreement has been written in English. Customer waives any rights it may have under the law of its country to have this Agreement written in the language of that country. The use of the terms "including," "include" or "includes" will in all cases herein mean "including without limitation," "include without limitation" or "includes without limitation," respectively. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa. This Agreement will be equally and fairly construed without reference to the identity of the party preparing this document as the parties have agreed that each participated equally in negotiating and preparing this Agreement or have had equal opportunity to do so. To the maximum extent permitted by applicable law, the parties waive the benefit of any statute, law, or rule providing that in cases of uncertainty, contract language should be interpreted most strongly against the party who caused the uncertainty to exist. The headings and titles to the articles and sections of this Agreement are inserted for convenience only and will not be deemed a part of or affect the construction or interpretation of any provision of this Agreement.
- 15.7. Usage Information. Flexera may collect and use information related to Customer's use of and output from the Products, and Customer hereby consents to Flexera's collection and use of such information (i) for improvement and development of Flexera's products and services, (ii) to provide Customer with visibility to Customer's actual usage and consumption patterns, (iii) to make recommendations to Customer regarding improvements to Customer's environment and utilization of elements therein; (iv) in connection with predictive analytics, benchmarking and usage intelligence; (v) to optimize Customer's future planning activities and requirements and (vi) in Flexera's marketing efforts to describe how and to what extent Flexera's customers generally use Products and the information gained therefrom. Any information disseminated by Flexera hereunder will be anonymized and aggregated such that Customer could not be identified as the source of the information.
- 15.8. Independent Contractors. The parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Customer acknowledges and agrees that the Products may provide results and conclusions based on facts, assumptions, data, material, and other information that Flexera has not independently investigated or verified. Inaccuracy or incompleteness of such facts, assumptions, data, material, and other information could have a material effect on conclusions reached by the Products; all actions taken or not taken by Customer based on the output of the Products are the responsibility of Customer. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

- 15.9. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party and could not be avoided through the exercise of reasonable care and diligence, including but not limited to a Force Majeure Event. If a Force Majeure Event occurs and continues for a period of thirty (30) days, Customer may terminate this Agreement by providing written notice to Flexera. In the event Flexera's performance hereunder is the subject of a Force Majeure Event, the fees to be paid by Customer will be equitably adjusted to reflect the period of non-performance.
- 15.10. Export Compliance. Each party will comply with all applicable export laws and regulations of the United States and any other country with jurisdiction over the Products and/or either party.
- 15.11. Notices and Reports. Any notice or report to be given under this Agreement, must be in writing for the attention of Legal Dept. to the address given in the preamble to this Agreement, by the following methods only and will be deemed to have been validly given (a) on the date of delivery if delivered by hand; (b) upon transmission if delivered by email to Flexera at legal@flexera.com and to Customer at the email address on file; and (c) two (2) Business Days after posting with an internationally recognized overnight courier. Where any provision of this Agreement requires Customer to object in writing, such objection must be based on Customer's reasonable opinion that Flexera (or its Subcontractor) would be incapable of meeting the requirements of this Agreement. Each party to this Agreement may change its location for notice under this Agreement by giving notice to the other party in accordance with the notice provisions contained in this Section.
- 15.12. Diversity. Flexera is committed to encouraging the utilization of products and services provided by Diverse Suppliers. Flexera will use commercially reasonable efforts to engage Diverse Suppliers in the support of its business. Flexera will maintain accurate and complete records relating to its Diverse Supplier obligations.
- 15.13. Insurance. Flexera is responsible for maintaining insurance to protect itself from the following: (a) claims and/or workers compensation or state disability acts; (b) claims for damages because of bodily injury, sickness, or death of any of its employees or any other person which arise out of any negligent act or omission of Flexera, its employees or agents, if any; (c) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, which arise from any negligent act or omission of Flexera, its employees or agents, if any; and (d) claims for damages because of Flexera's professional liability. Flexera will maintain insurance with the following limits for the duration of this Agreement:
- Workers Compensation Insurance in compliance with applicable Federal and State laws and Employer's Liability coverage with a minimum \$1,000,000 limit of liability.
 - Commercial General Liability Insurance with \$1,000,000 bodily injury and property damage combined single limit of coverage,
 - Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which will not be less than \$1,000,000 combined single limit per occurrence.
 - Professional Liability insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by Flexera, or any Subcontractor, agent or person employed by Flexera, with a limit of not less than \$1,000,000 per claim.
 - Cyber Insurance with a policy limit of \$10,000,000.
- Upon Customer's request, Flexera will provide Customer with a certificate of insurance completed by its insurance carrier certifying that minimum insurance coverage as required above are in effect.
- 15.14. Anti-Bribery. Each party represents and warrants that (i) in connection with this Agreement, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any government or any agency or instrumentality thereof and (ii) it will comply in all respects with the Foreign Corrupt Practices Act, UK Bribery Act 2010, or any similar local laws.
- 15.15. Equal Opportunity. Flexera agrees that it does not and will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or sexual orientation.
- 15.16. Customer Contact Information. Customer is responsible for ensuring that Flexera has at all times updated and accurate Customer contact information for Flexera to notify Customer regarding any security and products related issues. Customer shall provide Customer current contact information via the Flexera support portal.
- 15.17. Execution. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute together but one document. In addition, the parties consent to the use of a third-party service for electronically executing this Agreement.
- 15.18. Order of Precedence. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order will take precedence with respect to the subject matter of such Order.
- 15.19. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. As of the Effective Date, the following Schedule applies to this Agreement:
- Schedule 1 – Information Security

Global Appendix

Governing Law, and Venue of Disputes

In accordance with and subject to Section 15.4 “Governing Law” of the Agreement, the following table sets forth the Governing Law that corresponds with the location of the Customer entity executing this Agreement:

Flexera entity	Customer Location	Governing Law
Flexera Software GmbH , having its registered office at Regus Hamburg Altona, Hahnenkamp 1, 22765 Hamburg, Germany (company number HRB 205690).	Germany, Austria and Switzerland (DACH region)	English
Flexera Software Limited , a private company limited by shares and incorporated in England and Wales with company number 6524874, having its principal office located at Level 2 401 Faraday Street, Birchwood Park, Warrington, Cheshire, WA3 6GA, United Kingdom.	EMEA (except for DACH region) and India	English
Flexera Software Pty Limited , ABN 40 052 412 156, having its principal place of business located at 990 Whitehorse Road, Level 4, Box Hill, VIC 3128, Australia.	Australia and New Zealand	Australian
Flexera Software Canada Corporation , having its principal place of business at 1000 Innovation Drive, Suite 513, Kanata, ON, K2K 3E7, Canada.	Canada	USA, State of Illinois
Snow Software Assessoria E Representações LTDA , having its registered office at Rua das Olimpíadas, 205, 4º andar, cj 41, Vila Olímpia 04551-000 São Paulo/SP, Brazil	Brazil	USA, State of Illinois
Flexera Software LLC , a Delaware limited liability company having its principal office located at 300 Park Blvd., Suite 400, Itasca, IL 60143.	Countries outside of those listed above	USA, State of Illinois

Schedule 1 – Information Security

- 1. Standards Compliance.** Flexera has and will maintain SOC2 certification throughout the subscription term of the Order and will and make reports on the same available to the Customer upon request.
- 2. Security Organization.** Flexera has and will maintain an information security function, which has responsibility for ensuring good practice in relation to information security and in relation to the provision of the SaaS and Services, including the publication of information security policies.
- 3. Reporting and Incident Management.**
 - a. Flexera has implemented procedures for Information Security Incidents to be reported through appropriate management channels as quickly as reasonably possible. All employees and representatives of Flexera or their sub-contractors will be made aware of their responsibility to report Information Security Incidents as quickly as reasonably possible.
 - b. Flexera has and will maintain procedures to ensure a quick, effective, and orderly response to Information Security Incidents.
 - c. Flexera has and will maintain an incident classification scale in place to decide whether a security event should be classified as an Information Security Incident. The classification scale will be based on the impact and extent of an incident.
 - d. Flexera will without undue delay (within 48 hours from confirmation) notify Customer of any Information Security Incidents. Notifications to Customer will be sent to the email address on file.
 - e. If an Information Security Incident reveals any deficiencies, weaknesses, or areas of non-compliance, Flexera will promptly take such steps as may be required, in Flexera's reasonable discretion, to address material deficiencies, weaknesses, and areas of non-compliance as soon as may be practicable given the circumstances.
 - f. Upon request, Flexera will keep Customer informed of the status of any remedial action that is required to be carried out, including the estimated timetable for completing the same, and will certify to Customer as soon as may be practicable given the circumstances that all necessary remedial actions have been completed.
 - g. For the purposes of this Section, "Information Security Incidents" will mean any unmitigated security incident, of which Flexera has actual knowledge and which (i) compromises or is likely to compromise the security or integrity of Customer data or systems, or (ii) otherwise materially affects Flexera's ability to comply with the obligations in this Schedule.
- 4. Security Testing.** Flexera has arranged for all testing as detailed in this Section below to be undertaken by an independent third party.
 - a. Flexera, through its contractors, will perform penetration testing on the Flexera's systems no more than once every twelve (12) months. If the penetration testing conducted discovers vulnerabilities in Flexera's systems, Flexera will, to the extent that such vulnerabilities result in an inability to materially comply with this Schedule, remediate such vulnerabilities and re-perform the penetration testing focusing on those vulnerabilities discovered from the initial penetration testing. Upon receipt of a written request, Flexera will make available the penetration testing executive summary report to Customer.
 - b. Flexera will, upon request, provide mutually agreed metrics at an agreed frequency to Customer to illustrate the performance of the testing schedule.
- 5. Security Communication and Assistance.**
 - a. Except as required by mandatory applicable law or by existing applicable contractual obligations, Flexera agrees that it will not inform any third party of any Information Security Incident referencing, or identifying the Customer, without Customer's prior written consent. Flexera will fully cooperate with Customer and law enforcement authorities concerning any unauthorized access to Customer's systems or networks, or data. Such co-operation will include the retention of all information and data within Flexera's possession, custody, or control that is directly related to any Information Security Incident.
 - b. If disclosure is required by law, Flexera will work with Customer regarding the timing, content, and recipients of such disclosure.
 - c. Flexera will respond promptly to any reasonable Customer requests for information, cooperation, and assistance, including to a Customer designated response center.
- 6. Access Management.**
 - a. Where Flexera personnel are accessing Customer systems or data, Flexera is responsible for validating the identity of such personnel.
 - b. Flexera will ensure that when accessing Customer systems or data, Flexera personnel have the minimal required system access to carry out their duties and will not use shared accounts or password.
 - c. Flexera will ensure that access to the Customer systems or data is governed by this Schedule.
- 7. Security Review.** Subject to the conditions set out herein, Flexera will permit Customer personnel or authorized representatives to review and assess Flexera's compliance with the obligations set out in this Section ("**Security Review**"). The definition of audit rights is to be mutually agreed between Flexera and Customer. Unless otherwise required by law:

- a. Any Security Review is subject to not less than 28 days advance written notice and limited to no more than once in any 12-month period;
 - b. The Security Review will take place during normal business hours and should be conducted in a manner to minimize disruption to Flexera's business operations;
 - c. Customer will bear its own costs in relation to a Security Review; and
 - d. Any third party undertaking the Security Review must (i) be subject to confidentiality obligations no less protective than those set out in the Agreement; and (ii) must not be a competitor of Flexera.
8. **Business Continuity Management.** Flexera has and will maintain a documented Business Continuity and Disaster Recovery Plan ("BC DR Plan") throughout the term of the Agreement which will be tested, the results of which will be shared with the Customer upon request. Flexera has and will maintain emergency and contingency plans for the facilities that process Customer data.

Schedule 3 - Product Specific Terms

1. **Offerings.** Flexera One is available in the following offerings:

Offering	Licensed Based On		
	Clients	Servers	Public Cloud Spend
Flexera One IT Asset Management (ITAM)	X	X	
Flexera One IT Visibility (ITV) with Technology Intelligence Platform	X	X	
Flexera One Technopedia Cloud	X	X	
Flexera One ITAM SaaS Management (SM)	X		
Flexera One Cloud Migration and Modernization (CMM)		X	
Flexera One Cloud Cost Optimization (CCO) (for Public Cloud)			X
Flexera One Cloud Cost Optimization (CCO) (for Private Cloud)		X	
Flexera One Enterprise (ITAM, ITV, CMM, SM and CCO)	X	X	X
Flexera One FinOps Advanced with SaaS Management (CCO and SM)	X		X
Flexera One Fin Ops Advanced with Cloud Migration (CCO and CMM)			X
Flexera One Fin Ops Enterprise (CCO, CMM, and SM)	X		X
Flexera One Select	X	X	
Flexera One IT Visibility (ITV) with Technology Intelligence Platform and Asset Management	X	X	

2. **Device** means any Client or Server, including both physical and virtual machines, for which any function is performed using a Flexera One offering, including but not limited to scanning, delivering, installing, updating, migrating, or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status or history of any software or hardware components or software licenses on or used by the Device, and:

- A **Server** is any Device running a server-based operating system.
- A **Client** is any Device other than a Server.

A list of common examples of Devices can be found at www.flexera.com/legal/device-examples. The number of Devices required to be licensed is the highest number of Devices in place at any point. *Example: if Customer is licensed for 10,000 Servers and it removes 100 Servers from being managed, but later adds 100 Servers, Customer would not be required to license additional capacity; however, if Customer is licensed for 10,000 Servers and it adds 100 Servers to be managed by the SaaS, but later removes 100 Servers, Customer would be required to be licensed for 10,100 Servers.*

3. **Flexera One Select Additional Terms.**

- 3.1. Flexera One Select is for use solely to manage Customer's licenses of a specific third-party technology provider, named in an Order. Customer may not use Flexera One Select to manage any licenses of providers other than the specific third-party technology provider selected by Customer and named in an Order.
- 3.2. Customer hereby authorizes Flexera to view Customer's instance for Flexera One Select for the purpose of verifying compliance with the restrictions in this Section.

4. **Cloud Cost Optimization Additional Terms.**

- 4.1. **Cloud Infrastructure Service** means the compute capacity, data storage, data transmission, network and related infrastructure services made available by Customer, a cloud infrastructure service provider or any other third party.
- 4.2. **Private Cloud Infrastructure Service** means any Cloud Infrastructure Service that is not a Public Cloud Infrastructure Service.
- 4.3. **Public Cloud Infrastructure Service** means a Cloud Infrastructure Service that resides on a third party's data center, including but not limited to Amazon Web Services, Microsoft Azure, and Google Compute Platform, Alibaba Cloud, IBM Cloud and Oracle Cloud Platform (any such third party will be a "**Public Provider**").
- 4.4. **Public Cloud Spend** means the total amount of cost from Public Cloud Infrastructure Services that Customer processes via CCO as set forth in any applicable cost data including, without limitation, any taxes, credits, support and other billing data included in the Public Providers' invoices, measured on an annual aggregate basis.

45. **Cloud Infrastructure Services.** Customer is responsible for selecting one or more Cloud Infrastructure Services. Customer understands and agrees that the full benefits of CCO may not be available if Customer does not elect to use a Cloud Infrastructure Service that is not listed in the Documentation. Flexera will provide reasonable technical support designed to enable interoperability between CCO and the features of Cloud Infrastructure Service specified in the Documentation.

4.5.1. **Public Cloud Infrastructure Services.** If Customer intends to use CCO to manage its Public Cloud Infrastructure Services, it is licensed based on the aggregate amount of Public Cloud Infrastructure Services, measured on an annual basis. Customer hereby authorizes Flexera to access and review Customer's Public Cloud Infrastructure Service invoices for the purpose of providing and making available CCO for Public Cloud Infrastructure Services. Customer will be required to license additional capacity as soon as it exceeds its License Level. Further, if Customer has elected a multiyear subscription term, for each year after the first year of the subscription term the License Level will be the greater of (i) the previous year's License Level or (ii) the annualized value based on actual Public Cloud Spend processed in the last three months of the immediately preceding year of the subscription term, plus any material events known to Customer that may affect usage in the following year.

4.5.2. **Private Cloud Infrastructure Services.** If Customer intends to use CCO to manage its Private Cloud Infrastructure Services, it is licensed based on the number of Servers managed by CCO.



FlexNet Manager for Clients and Data Centers

1. **“Device”** means any physical or virtual device for which any function is performed by the FlexNet Manager Product (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status or history of any software or hardware components or software licenses on or used by the device). A **“Server Device”** is any Device running a server-based operating system. A **“Client Device”** is any other Device.
 2. **IBM Cognos.** Licensee has limited rights to use certain IBM Cognos programs embedded within the FlexNet Manager Product solely in conjunction with the Product; for the purpose of clarity, Licensee may not use those IBM Cognos programs independently or for any purpose other than the purposes of the Product.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of managing Devices located within Licensee’s (including Affiliates) own systems. Management of Devices of any third party shall require a separate license.
 4. **Software or SaaS.** For the purpose of the Agreement, FlexNet Manager for Clients and Data Centers may be considered either “SaaS” or “Software” and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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FlexNet Manager for Engineering Applications

1. **"User"** means the individuals within Licensee's organization who access a license server for which FlexNet Manager for Engineering Applications is providing reporting services. For the purpose of certification as set forth in the Agreement, the number of Users includes all Users who have accessed such license server at any point during the previous year. For the purpose of clarity, a single User may not be more than one individual.
 2. **FlexNet Manager for Engineering Applications.** Each license for FlexNet Manager for Engineering Applications permits the management and administration of license servers and processing of reports associated with the licensed number of Users within Licensee's organization who access the software application identified by a distinct vendor daemon name(s) ("**Vendor Daemon**"). FlexNet Manager for Engineering Applications may be installed on a single named server identified by a distinct server identification ("**HostID**"). A set of redundant servers is considered a "single named server" for purposes of this license.
 3. **HostID Changes.** The designated HostID may be changed only once during the Support period while Licensee is under a Support contract without additional cost to Licensee. Additional changes may require an additional fee.
 4. **Vendor Daemon Substitutions.** The designated Vendor Daemon(s) may not be substituted unless the underlying vendor changes the Vendor Daemon. In such instances, there is no extra charge for exchanging the Vendor Daemon.
 5. **Internal Purposes.** The license granted hereunder is for the purpose of managing applications located within Licensee's (including Affiliates) own systems. Management of applications of any third party shall require a separate license.
 6. **IBM Cognos.** Licensee has limited rights to use certain IBM Cognos programs embedded within the FlexNet Manager Product solely in conjunction with the Product; for the purpose of clarity, Licensee may not use those IBM Cognos programs independently or for any purpose other than the purposes of the Product.
 7. **Software.** For the purpose of the Agreement, FlexNet Manager for Engineering Applications is considered "Software".
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FlexNet Manager for SAP

1. **“User”** means the individuals within Licensee’s organization who access any software application or database on an SAP system or SAP may deem as a user. For the purpose of certification as set forth in the Agreement, the number of Users includes all Users who have accessed any such software application or database at any point during the previous year. For the purpose of clarity, a single User may not be more than one individual.
 2. **Internal Purposes.** The license granted hereunder is for the purpose of managing Users located within Licensee’s (including Affiliates) own systems. Management of Users of any third party shall require a separate license.
 3. **Software or SaaS.** For the purpose of the Agreement, FlexNet Manager for SAP may be considered either “SaaS” or “Software” and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Data Platform Enterprise

1. **“Device”** means any device that is not a Server such as desktops, routers, switches, etc. for which any function is performed with Data Platform Enterprise. For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **“End Point”** means any Server and/or Device, or the combination thereof. For the purpose of certification as set forth in the Agreement, the number of End Points includes the highest number of End Points that were in place at any point during the previous year.
 3. **“End Use”** means the final work product resulting from Licensee’s combination of Data Platform Enterprise with Licensee’s asset management data as necessary to enhance such Licensee’s data.
 4. **“Server”** means any computer server (physical or virtual) for which any function is performed with Data Platform Enterprise. For the purpose of certification as set forth in the Agreement, the number of Servers includes the highest number of Servers that were in place at any point during the previous year.
 5. **License Restriction.** Licensee may only use Data Platform Enterprise to produce the End Use. In addition, an Order may identify the license as a “Limited Use License”, which will further restrict the license to the specific use case identified in the Order. For Example, Data Platform Enterprise for ServiceNow is a Limited Use License restricted to use with ServiceNow asset management data.
 6. **Internal Purposes.** The license granted hereunder is for the purpose of providing data related to Devices located within Licensee’s (including Affiliates) own systems. Providing data related to Devices of any third party shall require a separate license.
 7. **Software and Content.** For the purpose of the Agreement, Data Platform Enterprise includes both “Software” and “Content”.
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App Portal

1. **"User"** means any individual that may request, have deployed to, or otherwise receive any application, package, or other software, or other IT or corporate resource or service, prepared using App Portal. For the purpose of certification as set forth in the Agreement, the number of Users includes the highest number of Users that were in place at any point during the previous year.
 2. **Internal Purposes.** The license granted hereunder is for the purpose of managing applications located within Licensee's (including Affiliates) own systems. Management of applications of any third party shall require a separate license.
 3. **Software.** For the purpose of the Agreement, App Portal is considered "Software".
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App Broker

1. **“User”** means any individual that may request, have deployed to, or otherwise receive any application, package, or other software, or other IT or corporate resource or service, prepared using App Broker. For the purpose of certification as set forth in the Agreement, the number of Users includes the highest number of Users that were in place at any point during the previous year.
 2. **Internal Purposes.** The license granted hereunder is for the purpose of managing applications located within Licensee’s (including Affiliates) own systems. Management of applications of any third party shall require a separate license.
 3. **Software or SaaS.** For the purpose of the Agreement, App Broker may be considered either “SaaS” or “Software” and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Snow Software License Metrics

Snow Platform for Technology Intelligence	
Product or Solution	License Metric
Spend Optimizer – SAM on Snow Atlas	<p>Per Device.</p> <p>“Device” means any device reporting to Snow Spend Optimizer - SAM which utilizes an operating system designed for datacenter or end user activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.</p> <p>Device count is calculated as the sum of A) Devices as defined above and B) the high-water mark count of concurrent containers with recognized applications per month ("Recognized Containers"). 10 Recognized Containers will count as 1 Device for purposes of this computation.</p>
Spend Optimizer – SaaS on Snow Atlas	<p>Per Device.</p> <p>“Device” means any device reporting to Snow Spend Optimizer - SAM which utilizes an operating system designed for datacenter or end user activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.</p>
Spend Optimizer – SAM	Per Device.
Snow SaaS Management Spend Optimizer – SaaS	<p>Per Qualified User</p> <p>“Qualified User” means a person (e.g., employee, consultant, contingent staff) who:</p> <ol style="list-style-type: none"> (1) is a user of a SaaS Software or Service that is measured by Customer, and (2) Is a user that has been classified as a user that requires monitoring.

Productivity Optimizer Risk Monitor ITSM Enhancer Data Intelligence Service	Per Device.
Snow Optimizer for SAP® Software	Per Named SAP® User. <p>"Named SAP® User" means a non-expired user account (including any test and technical users) being managed by Snow Optimizer for SAP® Software, consolidated by the user account ID.</p> <p>There are 2 editions of Snow Optimizer for SAP® Software available – "Standard" and "Premium". "Standard" is limited to one "SAP® Master" system. "Premium" allows multiple "SAP® Master" systems.</p> <p>"SAP® Master" means each Snow Optimizer for SAP® Software system implemented on a central SAP® system that reads and maintains data of all connected subsystems.</p> <p>Each "SAP® Master" has its own individual license key and the sum of the "Named SAP® Users" licensed by the individual license keys must be lower or equal to the number of licensed users purchased.</p>
License Intelligence Snow Optimizer for SAP® Software - AddOn	Per Named SAP® User <p>"Named SAP® User" means a non-expired user account (including any test and technical users) being managed by Snow Optimizer for SAP® Software, consolidated by the user account ID.</p>
Snow Commander – Virtual Machine (VM)	Per Virtual Machine. <p>"Virtual Machine" means any virtual machine operating in a public or private cloud (including on-premises Virtual Machines) that is managed by Snow Commander. Examples of a Virtual Machine include a VMware vSphere Virtual Machine, Amazon Elastic Compute Cloud (Amazon EC2) instance, Microsoft Azure "Virtual Machine" and Google Cloud Platform "Compute Engine".</p>

Snow Cloud Cost	Per Annual Cloud Spend. The “ Annual Cloud Spend ” shall be calculated based on the Net Amortized Cost (as defined below) excluding any taxes. “Net Amortized Costs” represent Customer’s account usage costs, treating any up-front fees as distributed evenly across the reservation period, and after deducting any AWS EDP (Enterprise Discount Program), SPP (Solution Provider Program) and private pricing discounts. For clarification (a) purchases by Customer’s account through the AWS Market Place will not be considered part of the Annual Cloud Spend; (b) payments made by ‘cloud provider credit’ will be considered cloud spend (and not discount) and as such, part of the Annual Cloud Spend.
Snow for Engineering	Per User
SPE (Multi-Tenant) Technology Intelligence Products	
Product	License Metric
Platform: Technology Intelligence Platform: Data Intelligence Service	A platform fee is assessed for every 100,000 Devices. “ Device ” means any device reporting to Snow Spend Optimizer - SAM which utilizes an operating system designed for datacenter or end user activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.
Snow Spend Optimizer – SAM: Service Provider Edition	Per Device “ Device ” means any device reporting to Snow Spend Optimizer - SAM which utilizes an operating system designed for datacenter or end user activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.

Snow Spend Optimizer – SaaS: Service Provider Edition	Per Qualified User “Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a SaaS Software or Service that is measured by Customer, and (2) Is a user that has been classified as a user that requires monitoring.
ITSM Enhancer: Service Provider Edition	Per Device

Legacy Snow Products	
Product	License Metric
Adoption Tracker – EUC Spend Optimizer – EUC Adoption Tracker – SaaS	Per End User Device. “End User Device” means any device reporting to Snow’s technology which utilizes an operating system designed for an end user. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.
Spend Optimizer – Datacenter on Snow Atlas	Per Datacenter Device. “Datacenter Device” means any device reporting to Snow’s technology which utilizes an operating system designed for datacenter activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. Device count is calculated as the sum of A) Devices as defined above and B) the high-water mark count of concurrent containers with recognized applications per month ("Recognized Containers"). 10 Recognized Containers will count as 1 Device for purposes of this computation.

Adoption Tracker – Datacenter Spend Optimizer – Datacenter	Per Datacenter Device. “Datacenter Device” means any device reporting to Snow’s technology which utilizes an operating system designed for datacenter activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances.
Snow Base Technology Package <ul style="list-style-type: none"> • Snow License Manager • Snow Inventory • Snow Integration Connector • Virtual Management Option Software Recognition Service Snow for ITSM Snow Automation Platform	Per End User Device and Datacenter Device.
Oracle® Management Option	Per Oracle Database Instance. “Oracle Database Instance” means a set of memory structures that manage database files. The Oracle Database Instance manages its associated data and serves the users of the Oracle database. An Oracle Database Instance is associated with one Oracle database. One Oracle database can have multiple Oracle Database Instances. Duplicate database instances are considered separate database instances. Database instances hosted on backup server are also considered separate database instances.
Snow Device Manager	Per End User Device and Datacenter Device.
Snow License Manager for Mobile Devices	Per Mobile Device. “Mobile Device” means a device running iOS, Android or Windows Mobile/Phone with a built in or externally connected screen size of less than 10 inches.

Snow for SaaS Snow for SaaS Advanced Optimization	Per Qualified User “Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a SaaS Software or Service that is measured by Customer, and (2) Is a user that has been classified as a user that requires monitoring.
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Legacy SPE (Multi-Tenant) Products	
Product	License Metric
Snow Adoption Tracker – End User Computing: Service Provider Edition Snow Adoption Tracker – Datacenter: Service Provider Edition Snow Spend Optimizer – End User Computing: Service Provider Edition Snow Spend Optimizer – Datacenter: Service Provider Edition	Per End User Device and Datacenter Device.
Platform: Snow License Manager Platform: Software Recognition Service Platform: Snow Device Manager	A platform fee is assessed for every 100,000 End User Devices and Datacenter Devices.
Client: Snow Base Technology Packages <ul style="list-style-type: none"> • Snow License Manager (SLM) • Snow Inventory (SI) • Snow Integration Connector (SIC) • Virtual Management Option (VMO) Client: Oracle Management Option Client: Snow Device Manager	Per End User Device and Datacenter Device.

Data Processing Agreement

Flexera is a software company which offers a range of IT management products and services, further detail of which can be found within the Master Agreement entered into, or to be entered into, between Flexera and Customer. This Data Processing Agreement supplements the Master Agreement to ensure that any Personal Information subject to the Master Agreement is transferred and processed in accordance with the Applicable Privacy Laws. This agreement is provided in both English and German language. The German language version is provided as a convenience translation only and the English version will control. The English version of this agreement shall prevail in case of any discrepancies between the English and German translations.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1. Definitions

Unless otherwise defined, the following definitions shall apply:

- 1.1 **"Flexera"** means the Flexera entity described in the Master Agreement.
- 1.2 **"Customer"** means the Customer as described in the Master Agreement, which not only includes the contracting party, but may also encompass Customer affiliates (as defined in the Master Agreement) to the extent they are beneficiaries under the Master Agreement. Customer shall be the sole contact point for Flexera under this Data Processing Agreement and any communication shall take place with and claims must be asserted by the Customer only.
- 1.3 **"Master Agreement"** means the agreement between Flexera and Customer which sets out the basis on which Flexera provides its products and/or services for the use of the Customer.
- 1.4 **"Applicable Privacy Laws"** means any applicable laws and regulations relating to the processing, privacy, or security of Personal Information.
- 1.5 **"Personal Information"** means any information relating to an identified or identifiable individual or device, or is otherwise "personal data," "personal information," "personally identifiable information" and similar terms, and such terms shall have the same meaning as defined by Applicable Privacy Laws.
- 1.6 **"Special Category or Criminal Offence Data"** means any data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation as well as data relating to criminal convictions and offences or related security measures.
- 1.7 **"Processor" "Controller" and "Processing"** shall have the meanings attributed to them in the Applicable Privacy Laws.

2. Commencement and Scope

This Data Processing Agreement shall commence on the earlier of either (a) Flexera and Customer entering into a Master Agreement, or if earlier, (b) when Flexera commences processing Personal Information provided by Customer to Flexera in the context of the Master Agreement on behalf of Customer in connection with the services as agreed under the Master Agreement ("**Services**"). This Data Processing Agreement shall remain in full force and effect as long as the Master Agreement (including any extension, renewal, or variation) remains effective and thereafter for as long as Flexera continues to process Personal Information on behalf of Customer.

3. Conflict and Order of Precedence

In the event of any conflict or inconsistency between the Master Agreement, the main body of this Data Processing Agreement, or the Schedules to this Data Processing Agreement, the following order of precedence shall apply:

- 3.1. Schedules of this Data Processing Agreement,
- 3.2. Main body of this Data Processing Agreement, and
- 3.3. Master Agreement.

4. Role of Parties

4.1 The Parties acknowledge and agree that,

- 4.1.1. for the purposes of the GDPR and other Applicable Privacy Laws in the United States, Flexera acts as "Processor" or "sub-processor". Flexera's function as Processor or sub-processor will be



determined by the function of Customer:

- (i) Where Customer acts as a Controller, Flexera acts as a Processor.

(ii) Where Customer acts as a Processor (on behalf of its end-customers), Flexera acts as a sub-processor.

4.1.2. for the purposes of the CCPA (as defined below), Customer acts as a "business" while Flexera acts as a "service provider" in its performance of its obligations pursuant to the Master Agreement and this Data Processing Agreement.

4.2 The Parties each agree that they shall always remain responsible for compliance with their respective obligations under the Applicable Privacy Laws.

5. Processing of Personal Information

5.1 Unless processing is required by Applicable Privacy Laws, including EU or EU member state law to which Flexera is subject, Flexera will process Personal Information under the Data Processing Agreement only as a Processor acting on Customer's lawful and documented instructions as reasonably necessary to deliver the Services as set out within the Master Agreement, processing initiated by Customer's end users in their use of the Services, and to comply with other reasonable instructions provided by Customer via support ticket, email, or otherwise where such instructions are consistent with the terms of the Data Processing Agreement. Customer may provide additional instructions in writing (email or other electronic means being sufficient) to Flexera regarding the processing of Personal Information to the extent technically feasible and provided that such instructions are still covered by the Services purchased or needed to comply with statutory rights from individuals.

5.2 Customer warrants that:

5.2.1. It has complied and will continue to comply with Applicable Privacy Laws;

5.2.2. Its instructions shall at all times comply with, and be compatible with, Applicable Privacy Laws;

5.2.3. All Personal Information has been and will continue to be collected and processed in accordance with the notice, consent, and all other requirements of the Applicable Privacy Laws; and

5.2.4. It has, and will continue to have, the right to transfer or provide access to the Personal Information to Flexera, and that such processing by Flexera will not contravene Applicable Privacy Laws.

5.3 If Customer's instructions, in Flexera's opinion, violate applicable law, Flexera shall promptly inform Customer thereof.

5.4 Where Customer submits additional instructions or wishes to vary the existing instructions in respect of processing of Personal Information and Flexera believes that adopting the new instructions would adversely impact upon the delivery of the Services, or would lead to Flexera incurring additional costs, Flexera and Customer shall negotiate in good faith to reach an agreement in respect of either (a) varying the amended instructions, or (b) proportioning the associated costs of implementing the amended instructions.

5.5 Except with the express prior agreement of both Parties' data protection officers (or other authorized representative) Customer shall not provide to Flexera any Special Category or Criminal Offence Data.

6. Sub-Processors

6.1. Customer grants Flexera a general authorization to engage sub-processors subject to Section **Error! Reference source not found.** of this Data Processing Agreement.

6.2. Where Flexera engages any third parties, whether affiliated companies or not, Flexera shall ensure that there is in place an agreement between Flexera and such party that imposes the same data protection obligations as agreed in this Data Processing Agreement including any Schedules if applicable.

6.3. The sub-processors engaged by Flexera as set out in Schedule 1 at the commencement of this Data Processing Agreement are approved by Customer. Should Flexera seek to engage a new sub-processor, it shall notify Customer of the same. In the absence of any objection from Customer within 28 days of notification, Customer shall be deemed to have consented to the engagement.

6.4. In the case Customer objects to the sub-processing, Flexera can choose to either not engage the sub-processor or to terminate the portion of the Master Agreement relating to the affected Services with 28 days prior written notice. Until the termination of the Master Agreement, Flexera may suspend the portion of the Services which is affected by the objection of Customer. Customer shall not be entitled to a pro-rata refund of the remuneration for the Services, unless the objection is based on justified reasons of incompliance with Applicable Privacy Laws.

7. International Data Transfers

- 7.1.** Flexera may transfer Personal Information outside of the territory in which it originates; where this occurs any such transfer is executed in accordance with Applicable Privacy Laws.
- 7.2.** Where Flexera is located outside the European Economic Area, the United Kingdom or Switzerland, the terms of the Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914 (“**SCC**”), as further specified in Schedule 2 of this Data Processing Agreement, are hereby incorporated by reference and shall be deemed to have been executed by the Parties and apply to any transfers of Personal Information falling within the scope of the European General Data Protection Regulation from Customer (as data exporter) to Flexera (as data importer). Schedule 2 will also specify the applicable module of the SCC.
- 7.3.** To the extent that the processing of Personal Information is subject to data protection laws in the United Kingdom, Schedule 3 shall apply in addition.

8. Security of Personal Information

- 8.1.** Flexera has in place a comprehensive data protection and information security program which consists of a range of technical and organisational measures designed to establish an appropriate level of security for all Personal Information processed by Flexera. The technical and organizational measures are specified in Annex 2 to Schedule 2.
- 8.2.** All personnel of Flexera undergo appropriate pre-employment screening and are subject to written obligations of confidentiality extending to the Personal Information processed on behalf of Customer. Sub-processors will be bound by appropriate confidentiality agreements as well.
- 8.3.** Flexera may alter the technical and organizational security measures provided that such alteration does not reduce the overall level of protection afforded to the Personal Information by Flexera under this Data Processing Agreement, it will inform Customer of any substantial changes.
- 8.4.** Flexera shall, taking into account the nature of the processing and the information available to it, assist Customer in ensuring compliance with Customer's obligation to implement appropriate technical and organisational measures to ensure to establish an appropriate level of security of the Customer's processing.

9. Requests for Information

- 9.1.** Flexera has a policy in place for handling requests to access Personal Information it processes by third parties, including in respect of warrants, subpoenas, court orders, or requests from individuals or governmental departments (including law enforcement and intelligence agencies).
- 9.2.** Flexera will notify Customer of such request on receipt unless there is a restriction on such notification. Where Flexera is prohibited from notifying Customer it shall provide such notification as soon as such restriction is no longer in effect.
- 9.3.** Where Flexera receives such a request and is prohibited from notifying Customer, it shall use reasonable efforts to establish that the request is legitimate, is in accordance with applicable laws, and goes no further than is necessary to achieve the intended purpose.
- 9.4.** Flexera has not received a request for information in respect of Personal Information it processes on behalf of its customers from any government, law enforcement, or intelligence agency.

10. Audit

- 10.1.** Customer is entitled to audit Flexera’s compliance with the obligations set out in this Data Processing Agreement including any Schedules were applicable once in any 12 months period, unless where an audit is recommended, or required by a regulator of Customer, following an Incident (as defined in Section 11.1 of this Data Processing Agreement), or where Customer has justifiable reason to believe that Flexera is not complying with the terms and conditions under this Data Processing Agreement.
- 10.2.** Customer may conduct any audit itself or appoint a suitably qualified third party to conduct the audit on its behalf. Where Customer appoints a third party it agrees that it will not appoint any third party who provides comparable Services as Flexera, and that the third party must enter a written obligation of confidentiality approved by Flexera.
- 10.3.** Any audit must be completed during Flexera’s normal business hours and be conducted in such a manner as to prevent any unreasonable disruption or interference with Flexera’s operations.

- 10.4. To initiate an audit Customer shall submit a comprehensive audit plan to Flexera no less than two weeks prior to the intended commencement date. Flexera will consider the request and shall work collaboratively with Customer to finalise the scope of the audit and seek to have the relevant resources available. Flexera shall use its reasonable endeavours to ensure that any third-party Sub-processors assist to the extent necessary with any such audit.
- 10.5. Where the intended scope of an audit is covered in an approved industry standard, scheme, or certification, Customer agrees to accept a certification of said standard issued by a third-party auditor or certification body within the preceding twelve months as confirmation of adherence to said standard, scheme, or certification.
- 10.6. Flexera and Customer shall each be responsible for their own costs in relation to, or arising from, the audit. In the event the Flexera is required to incur additional costs it shall notify Customer of the same prior to the audit commencing and both Flexera and Customer will negotiate in good faith with respect to any such costs.

11. Security Incident

- 11.1. Flexera has implemented and deployed a range of technical and organisational measures to minimise the risk of any unauthorised disclosure of or access to, and accidental or unlawful destruction, loss, alteration, or extraction of Personal Information (an “**Incident**”). The measures in question are intended to prevent an Incident occurring, identify if an Incident occurs, and minimise the impact if an Incident occurs.
- 11.2. Flexera will notify Customer without undue delay after becoming aware of an Incident. Flexera will provide the following information as it becomes available either at the time of notification or as soon as possible thereafter:
 - 11.2.1. A description of the Incident,
 - 11.2.2. Details of what Personal Information is affected,
 - 11.2.3. What measures have been taken to mitigate the impact of the Incident,
 - 11.2.4. If applicable, when access to the Personal Information will be restored.
- 11.3. Flexera will not make any public statement, notify any regulator, or notify the affected individuals without first notifying Customer. Customer agrees that it will coordinate with Flexera on the content and timing of any public statements or regulatory notifications that Customer intends to make in relation to the Incident.
- 11.4. Flexera shall, taking into account the nature of the processing and the information available to it, assist Customer in ensuring compliance with obligations under Applicable Privacy Laws regarding the notification of Incidents to individuals and supervisory authorities.

12. Rights of Individuals

- 12.1 Flexera recognises there may be rights afforded to individuals under the Applicable Privacy Laws and has appropriate systems in place to enable such rights to be fulfilled within the stipulated timeframes. Where Flexera receives a request for Personal Information and Flexera is processing such Personal Information at the direction of Customer, Flexera will forward the request on to Customer and may refer the individual making the request to Customer. If Customer receives a request and requires Flexera’s assistance to fulfil the request it shall forward the same to DataProtectionTeam@Flexera.com.
- 12.2 Flexera will provide Customer reasonable assistance as necessary for Customer to fulfil its obligation under the Applicable Privacy Laws to respond to data subject requests, including if applicable, Customer's obligation to respond to requests for exercising the rights set out in the GDPR or CCPA.

13. Further Assistance and Provision of Information

- 13.1 Taking into account the nature of processing and the information available to it, Flexera assists Customer in ensuring compliance with Customer's obligations under Applicable Privacy Laws with regard to conducting data protection impact assessments or prior consultations with supervisory authorities.
- 13.2 Flexera makes available to the Customer all information necessary to demonstrate compliance with the obligations under this Data Processing Agreement.

14. Data Erasure and Retention

In the absence of (i) any provision within the Master Agreement to the contrary; (ii) a request from the Customer in writing, or (iii) Applicable Privacy Laws or other applicable laws require continued storage of the Personal Information, within sixty days of



Flexera ceasing to provide the Services to Customer, Flexera shall erase any Personal Information remaining on any of its systems.

15. Personal Information Subject to the CCPA

To the extent that the processing of Personal Information is subject to the California Consumer Privacy Act of 2018 (“CCPA”), Schedule 4 shall apply.

Schedule 1 – Data Processing

1. Categories of Personal Information:

Names, usernames, user IDs, business/personal addresses, phone numbers, departments, email addresses, and IP addresses, computer or device names, Ethernet MAC Addresses, host names, calculated users, account names, serial numbers, virtual Machine UUIDs, hardware dongleIDs, time zones, active directory names, FQDNs, Wi-Fi SSIDs, geolocation data. To the extent that the above items are not Personal Information, the provisions of this Data Processing Agreement (including the schedules) shall not be applicable.

2. Categories of Individual:

Employees, contractors, agents, etc. of Customer.

3. Subject-matter, nature and purpose of Processing: The provision and receipt of the Services as agreed in the Master Agreement.

4. Duration of Processing:

The duration shall correspond with the period of time for which the Services are provided and until all Personal Information is deleted according to Section 14.

5. Approved Third Parties and Sub-Processors:

Flexera affiliates:

- Flexera Software LLC – provides support, maintenance, and professional services
- Flexera Software GmbH - provides professional services
- Flexera Software Ltd - provides professional and maintenance services
- Flexera Software Pty Ltd - provides professional services
- Flexera Software India LLP – provides support services
- Secunia ApS – provides IT security solutions alongside rendering support and maintenance services
- Rightscale, Inc. – provides cloud delivery solutions
- Revulytics, Inc. – provides compliance intelligence services
- Snow Software Pty Ltd - provides support, maintenance, and professional services
- Snow Software Belgium N.V. provides support, maintenance, and professional services
- SNOW SOFTWARE ASSESSORIA E REPRESENTAÇÕES LTDA - provides support, maintenance, and professional services
- Snow Software Canada Corporation provides support, maintenance, and professional services
- Snow Software ApS - provides support, maintenance, and professional services
- Snow Software Oy -provides support, maintenance, and professional services
- Snow Software SAS -provides support, maintenance, and professional services
- Snow Software GmbH-provides support, maintenance, and professional services
- Snow Software S.R.L a Socio Único-provides support, maintenance, and professional services
- Snow Software S.A. de C.V. -provides support, maintenance, and professional services
- SSB B.V. -provides support, maintenance, and professional services
- Snow Software AS-provides support, maintenance, and professional services
- Snow Software Sp.z.o.o-provides support, maintenance, and professional services
- Snow Software Singapore Pte. Ltd. -provides support, maintenance, and professional services
- Snow Software S.L. -provides support, maintenance, and professional services
- Snow Software AB-provides support, maintenance, and professional services
- Snow Software Nordic AB-provides support, maintenance, and professional services
- Snow Software Limited-provides support, maintenance, and professional services
- Snow Software, Inc. -provides support, maintenance, and professional services
- Snow Software US, Inc. -provides support, maintenance, and professional services

Third parties:

Akamai International B.V.	Amsterdam, Netherlands
Provides content delivery network services	
Akamai International Inc.	Massachusetts, USA
Provides content delivery network services	
GoodData Corporation	California, USA
Conducts analytic services as well as data platform services	
Revulytics, Inc.	Massachusetts, USA
Provides compliance intelligence services	
Infinitt-O Global Limited	Manila, Philippines
Provides business intelligence services	
Amazon Web Services (AWS)	Seattle, USA
Provides a cloud-based hosting platform	
Snowflake Inc.	Montana, USA
Provides a data warehousing service	
Celoxis Technologies PVT Ltd	Maharashtra, India
Project management	
Salesforce Inc.	California, USA
Customer relationship management, support ticketing, customer community	
Docebo UK Limited	England, UK
Customer training	
Microsoft Corporation and Microsoft Regional Sales Pte Ltd	Washington, USA, and Singapore
Data hosting	
Microsoft AB	Sweden
Productivity software	
Marketo EMEA Limited	Ireland
Marketing automation	
Qualified.com, Inc.	California, USA
Website sales chatbot	
Salesloft Inc.	Georgia, USA
Sales engagement platform	

Microsoft Corporation	Seattle, USA
Provides advanced business analytics and intelligence services	
Databricks, Inc.	San Francisco, USA
Provides data lakehouse architecture	
Pendo.IO, Inc.	Raleigh, USA
Provides a usage analytics platform	
HCL, including <ul style="list-style-type: none"> • HCL America Inc. • HCL Technologies Limited • HCL Technologies Corporate Services Limited • HCL Mexico S. de R.L 	<ul style="list-style-type: none"> • California, USA • New Delhi, India • Surrey, UK • Jalisco, Mexico
Provides engineering, support and customer success services	

The sub-processors may have access to the Personal Information for the term of this Data Processing Agreement or until the service contract with the respective sub-processor is terminated or the access by the sub-processor has been excluded as agreed between Flexera and Customer.

Schedule 2 – EU/EEA Provisions & Standard Contractual Clauses

Applicable Module

For the purposes of data transfers between Controller (Customer) and Processor (Flexera) entities being primary processors and located outside the EEA, the United Kingdom or Switzerland, Module Two of the SCC – Controller to Processor – shall apply and is hereby incorporated into this Schedule 2 as further specified below. Where the Processor entities are located outside the EEA, the United Kingdom or Switzerland and process Personal Information from Controllers who are processors, Module Three of the SCC - Processor to Subprocessor – shall apply and hereby be incorporated into this Schedule 2 as further specified below.

Elective Options

Docking Clause – Clause 7 The docking clause shall not apply
Appointment and use of Sub-processors - Clause 9(a) – option 2 is selected The time specified for Processor to notify Controller of the intended appointment of a new Sub-processor is 28 days.
Independent dispute resolution body – Clause 11(a) The option to lodge complaints to an independent dispute resolution body shall not apply.
Governing law, jurisdiction and choice of forum - Clauses 17 – option 1 is selected – and 18(b) If the contracting Controller entity is domiciled in Germany, then the governing law will be that of Germany and the Courts of Germany shall have jurisdiction. If the contracting Controller entity is not domiciled in Germany, then the governing law and jurisdiction will be that stipulated in the Master Agreement, or if not so stipulated, then the governing law of Ireland and the Courts of Ireland shall have jurisdiction.

Annex 1 to Schedule 2

1. The Data Exporter

The Data Exporter is the Controller. The Data Exporter's contact information is contained within the Master Agreement. Processor may request the name and contact information of the, contact person, data protection officer (if applicable) and/or representative (if applicable) as well as the contact person's position at any time. The activities relevant to the data transferred are as described in the Master Agreement and the Main Body of the Data Processing Agreement. The Data Exporter is the Data Controller.

2. The Data Importer

The Data Importer is the Processor. The Data Importer's contact information is contained within the Master Agreement. Controller may request the name and contact information of the, contact person, data protection officer (if applicable) and/or representative (if applicable) at any time. The activities relevant to the data transferred are as described in the Master Agreement and the Main Body of the Data Processing Agreement. The Data Importer is a Data Processor.

3. Description of Transfer

The categories of data subjects, the Categories of Personal Information, the purpose of processing, and Flexera's sub-processors to which Personal Information is transferred are set out in Schedule 1 of this Data Processing Agreement. There will be no Special Category or Criminal Offence Data transferred. The transfer will be performed on a continuous basis during the term of the Master Agreement.

Where the data exporter is established in an EU Member State: The supervisory authority of the country in which the data exporter established is the competent authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of the GDPR: The competent supervisory authority is the one of the EU Member State in which the representative is established.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) without, however, having to appoint a representative pursuant to Article 27(2) of the GDPR: The competent supervisory authority shall be the supervisory authority in Ireland, namely the Data Protection Commission (<https://www.dataprotection.ie/>).

Annex 2 to Schedule 2

Description of the technical and organisational measures implemented

The Data Importer has a range of technical and organisational measures to minimise the risk to Personal Information and ensure ongoing confidentiality, integrity, availability, and resilience of processing systems including:

1. Pseudonymization and Encryption

Pseudonymization contains measures that enable one to process Personal Information in such a manner that the Personal Information can no longer be attributed to a specific data subject without the use of additional information, provided that this additional information is stored separately, and is subject to appropriate technical and organizational measures. Encryption contains measures that enable one to convert clearly legible information into an illegible string by means of a cryptographic process. Stored data is encrypted where appropriate, including any backup copies of the data

2. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, Art. 32 para 1 point b GDPR

Confidentiality and integrity is ensured by the secure processing of Personal Information, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage.

2.1 Confidentiality

2.1.1 Physical access control

Measures that prevent unauthorized persons from gaining access to data processing systems with which Personal Information are processed or used such as: Physical access control systems; Definition of authorized persons and Management and documentation of individual authorizations; Regulation of Visitors and external staff; Monitoring of all facilities housing IT systems; and Logging of physical access

2.1.2 System/Electronic access control

Measures that prevent data processing systems from being used without authorization, including: User Authentication by simple authentication methods (using username/password); Secure transmission of credentials using networks (using TLS and SSL); Automatic account locking; Guidelines for Handling of passwords; Definition of authorized persons

Managing means of authentication; and Access control to infrastructure that is hosted by cloud service provider

2.1.3 Internal Access Control

Measures that ensure that persons entitled to use a data processing system have access only to the data to which they have a right of access, and that Personal Information cannot be read, copied, modified or removed without authorization in the course of processing or use and after storage, including: Automatic and manual locking; Access right management including authorization concept, implementation of access restrictions, implementation of the "need-to-know" principle, managing of individual access rights.

2.1.4 Isolation/Separation Control

Measures to ensure that data collected for different purposes can be processed (storage, amendment, deletion, transmission) separately, including: Network separation; Segregation of responsibilities and duties; Document procedures and applications for the separation.

2.1.5 Job Control

Measures that ensure that, in the case of commissioned processing of Personal Information, the information is processed strictly corresponding the instructions of the principal, including: Training and confidentiality agreements for internal staff and external staff

2.2 Integrity

2.2.1 Data transmission control

Measures ensure that Personal Information cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is possible to check and establish to which bodies the transfer of Personal Information by means of data transmission facilities is envisaged, including: Secure transmission between client and server and to external systems by using industry-standard encryption; Secure network interconnections ensured by Firewalls etc.; and Logging of transmissions of data from IT system that stores or processes Personal

Information

2.2.2 Data input control

Measures that ensure that it is possible to check and establish whether and by whom Personal Information have been input into data processing systems, modified or removed, including: Logging authentication and monitored logical system access; Logging of data access including, but not limited to access, modification, entry and deletion of data; and Documentation of data entry rights and partially logging security related entries.

2.3 Availability and Resilience of Processing Systems and Services

Availability includes measures that ensure that Personal Information is protected from accidental destruction or loss due to internal or external influences. Resilience of processing systems and services includes measures that ensure the ability to withstand attacks or to quickly restore systems to working order after an attack. These measures include: Tape- media based backup solution; Implementation of transport policies; Backup Concept and Protection of stored backup media

3. The ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident

Organizational measures that ensure the possibility to quickly restore the system or data in the event of a physical or technical incident such as Continuity planning (Recovery Time Objective).

4. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing

Organizational measures that ensure the regular review and assessment of technical and organizational measures include: Testing of emergency equipment; Documentation of interfaces and Personal Information fields; and Internal assessments.

5. Measures of sub-processors

Sub-processors engaged by Flexera will have a range of technical and organisational measures that offer an equivalent level of protection to the Personal Information that they process, these will be of a comparable nature to those described above.

Schedule 3 – United Kingdom Provisions and SCC Addendum

With respect to any transfers of Personal Information falling within the scope of the UK GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the UK European Union (Withdrawal) Act 2018 (“**UK GDPR**”) from Controller (Customer) (as data exporter) to Processor (Flexera) (as data importer), the following shall apply:

1. The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 (“**Approved Addendum**”) as further specified in this Schedule 3 shall form part of this Data Processing Agreement, and the SCC shall be read and interpreted in light of the provisions of the Approved Addendum, to the extent necessary according to Section 12 of the Mandatory Clauses to the Approved Addendum (“**Mandatory Clauses**”);
2. In deviation to Table 1 of the Approved Addendum and in accordance with Section 17 of the Mandatory Clauses, the parties are further specified in Annex 1 to Schedule 2 of this Data Processing Agreement.
3. The selected Modules and Clauses to be determined according to Table 2 of the Approved Addendum are further specified in Schedule 2 of this Data Processing Agreement as amended by the Mandatory Clauses.
4. Annex 1A as referred to in Table 3 to the Approved Addendum is specified by Annex 1 to Schedule 2 of this Data Processing Agreement and Annex 1B as referred to in Table 3 in Table 3 to the Approved Addendum is specified by Schedule 1 of this Data Processing Agreement. Annex II as referred to in Table 3 of the Approved Addendum is specified by Annex 2 to Schedule 2 of this Data Processing Agreement, and Annex III as referred to in Table 3 of the Approved Addendum is specified by Schedule 1 of this Data Processing Agreement.
5. Processor (as data importer) may, to the extent the Approved Addendum applies, end this Data Processing Agreement in accordance with Section 19 of the Mandatory Clauses;
6. Section 16 of the Mandatory Clauses shall not apply.

Schedule 4 – California Provisions

This schedule provides clarification as to the responsibilities of Flexera and Customer (each as defined in the Master Agreement) with regard to Personal Information originating from, or relating to, residents of California and subject to the CCPA. This Schedule shall only be effective where Customer is a Business as defined by the CCPA.

1. Definitions

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as amended by the California Privacy Rights Act, and its implementing regulations; and including any amendments and any implementing regulations thereto;

“**Consumer**” means a “consumer” as such term is defined in the CCPA;

“**Personal Information**” means the “personal information” (as defined in the CCPA) that on behalf of the Customer in connection with the provision of the Services;

“**Sell**” and “**Sale**” have the meaning given in the CCPA;

“**Share**” and “**Sharing**” have the meaning given in the CCPA; and

“**Services**” means the service(s) provided by Flexera to Customer under the Master Agreement.

- 2. Role of the Parties.** For the purposes of the CCPA, the Parties acknowledge and agree that Flexera will act as a “Service Provider” as such term is defined in the CCPA, in its performance of the Services.
- 3. Instructions for Processing.** Flexera will retain, use and disclose the Personal Information for the limited purpose of performing the Services as described in Schedule 1 and in the Master Agreement, and otherwise only as permitted by the CCPA or as required by law. Flexera will not retain, use or disclose the Personal Information for any other commercial purpose or outside the direct business relationship between the Parties. Flexera will comply with the CCPA in the performance of the Services.
- 4. No Sale or Sharing of Personal Information.** Flexera will not Sell or Share Personal Information to another business or third party for monetary or other valuable consideration.
- 5. Consumer Requests.** Upon Customer’s request and at Customer’s reasonable expense, Flexera will assist customer with fulfilling consumer requests under the CCPA (or provide Customer with the ability to fulfill such requests).
- 6. Reasonable and Appropriate Steps.** Customer will have the right to take reasonable and appropriate steps to: (a) ensure that Flexera uses the Personal Information in a manner consistent with Customer’s obligations under the CCPA, and (b) stop and remediate unauthorized use of Personal Information by Flexera.
- 7. Certification of Compliance.** Flexera certifies that it understands the foregoing obligations and will comply with them. Flexera will notify the Customer if it determines it can no longer meet its obligations under the CCPA.

AdminStudio

1. **“Administrator”** means the individuals within Licensee’s organization who access AdminStudio for the purpose of packaging, re-packaging, evaluating compatibility or suitability of, or creating any workflows for the purpose of deploying a software application or any administrative function related to the software. Each Administrator license may be installed on one computer and used solely by an individual Administrator within Licensee’s organization. If AdminStudio is licensed on a per Administrator model, the license is node-locked and is limited to use by a single individual on a single computer or virtual image; Licensee may not install AdminStudio in such instance on a shared computer. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is strictly prohibited. For the purpose of clarity, a single Administrator license may not be used by more than one individual. For the purpose of certification as set forth in this Agreement, the number of Administrators includes all Administrators that accessed AdminStudio at any point during the previous year.
2. **“Employee”** means any individual in Licensee’s organization that may request, have deployed to, or otherwise receive any application, package, or other software prepared using AdminStudio. If AdminStudio is licensed on a per Employee model, AdminStudio may be installed and used by Licensee on computers only at Licensee’s site(s) solely for the benefit of some or all of the Employees within Licensee’s organization, and only if that total number of Employees within Licensee’s organization does not exceed the License Level. For the purpose of certification as set forth in the Agreement, the number of Employees includes the highest number of Employees that were in place at any point during the previous year.
3. **“Device”** means any physical or virtual device or Microsoft Windows server that may receive any application, package, or other software prepared using AdminStudio. If AdminStudio is licensed on a per Device model, AdminStudio may be installed and used by Licensee on computers only at Licensee’s site(s) solely for the benefit of Devices within Licensee’s organization, and only if that total number of Devices within Licensee’s organization does not exceed the License Level. For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
4. **“Packaging Services”** means any service(s) provided by a Service Provider to the Licensee for the purpose of rationalizing and/or creating application packages for deployment within Licensee’s internal organization.
5. **“Service Provider”** means any third party with whom Licensee has entered into any arrangement for the provision of Packaging Services for an on behalf of the Licensee.
6. **Transfers.** For licenses based on Administrators, transfers that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.
7. **Redistributables.** AdminStudio component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Licensee may copy the files specifically identified in the documentation as “redistributables” and redistribute such files to Licensee’s end users of Licensee’s products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Licensee grants Licensee’s end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of Licensee’s products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany AdminStudio, but Licensee may not use Flexera’s name, logos or trademarks to market Licensee’s products.
8. **Usage Information.** Notwithstanding anything to the contrary in the Agreement, Flexera may collect and use information based on Licensee’s use of AdminStudio, and Licensee hereby consents to Flexera’s collection and use of such information for the purpose of compliance reporting and anti-piracy. Such information may include (without limitation) usernames/user IDs, user email addresses, computer or device names, Wi-Fi SSIDs, however, Flexera will not collect any special categories of Personal Data (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Any information collected for the purpose of this Section 8 is stored and Processed in accordance with the Data Privacy provision(s) set out in the Agreement.
9. **Internal Purposes.** The license granted hereunder is for the purpose of distributing packages to Licensee’s own systems and employees. Distribution of packages to any third-party customer of Licensee shall require a separate license.

10. **License Restrictions.** Notwithstanding anything to the contrary in the Agreement, Licensee shall not permit, and shall procure that no Licensee Affiliate permits, any Service Provider to use the license granted hereunder for the provision of Packaging Services unless otherwise approved in writing in advance by Flexera. For the avoidance of doubt, any use of AdminStudio by a Service Provider shall require the Service Provider to own a Service Provider license for Admin Studio Enterprise.
 11. **Software.** For the purpose of the Agreement, AdminStudio is considered “Software”.
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Package Feed Module

1. **“Employee”** means any individual in Licensee’s organization that may request, have deployed to, or otherwise receive any application, package, or other software prepared using Package Feed Module. Package Feed Module may be installed and used by Licensee on computers only at Licensee’s site(s) solely for the benefit of some or all of the Employees within Licensee’s organization, and only if that total number of Employees within Licensee’s organization does not exceed the License Level. For the purpose of certification as set forth in the Agreement, the number of Employees includes the highest number of Employees that were in place at any point during the previous year.
 2. **Limitations.** While Package Feed Module is intended to help obtain and create packages for a wide range of third party software products, Flexera makes no representation or warranty that Package Feed Module will provide support for all products.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of distributing packages to Licensee’s own systems and employees. Distribution of packages to any third-party customer of Licensee shall require a separate license.
 4. **Software.** For the purpose of the Agreement, Package Feed Module is considered “Software”.
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Software Vulnerability Manager

1. **“Device”** means any physical or virtual device for which any function is performed by Software Vulnerability Manager (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **Copies.** Notwithstanding anything to the contrary in the Agreement, Licensee may not make copies of Software Vulnerability Manager without prior written approval from Flexera.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of reporting of vulnerabilities related to applications located within Licensee’s (including Affiliates) own systems. Reporting on applications of any third party is prohibited.
 4. **Disclaimer.** While Software Vulnerability Manager is intended to detect and disclose vulnerabilities in Licensee’s systems, Flexera makes no representation or warranty that Software Vulnerability Manager will detect all vulnerabilities.
 5. **Software or SaaS.** For the purpose of the Agreement, Software Vulnerability Manager may be considered either “SaaS” or “Software” and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Software Vulnerability Research

1. **“Device”** means any physical or virtual device for which any function is performed by Software Vulnerability Research (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **Copies.** Notwithstanding anything to the contrary in the Agreement, Licensee may not make copies of Software Vulnerability Research without prior written approval from Flexera.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of reporting of vulnerabilities related to applications located within Licensee’s (including Affiliates) own systems. Reporting on applications of any third party is prohibited.
 4. **Disclaimer.** While Software Vulnerability Research is intended to detect and disclose vulnerabilities in Licensee’s systems, Flexera makes no representation or warranty that Software Vulnerability Research will detect all vulnerabilities.
 5. **SaaS.** For the purpose of the Agreement, Software Vulnerability Research is considered “SaaS”.
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Threat Intelligence Module

1. **“Device”** means any physical or virtual device for which any function is performed by Threat Intelligence Module (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **Copies.** Notwithstanding anything to the contrary in the Agreement, Licensee may not make copies of Threat Intelligence Module without prior written approval from Flexera.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of exposing threat related data associated with vulnerabilities identified in the Software Vulnerability Manager and Software Vulnerability Research products and related to applications located within Licensee’s (including Affiliates) own systems. Reporting on applications of any third party is prohibited.
 4. **Disclaimer.** While Threat Intelligence Module is intended to expose threat related data associated with vulnerabilities identified in the Software Vulnerability Manager and Software Vulnerability Research products, Flexera makes no representation or warranty that Threat Intelligence Module will provide details for all vulnerabilities.
 5. **Software or SaaS.** For the purpose of the Agreement, Threat Intelligence Module may be considered either “SaaS” or “Software” and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Vendor Patch Module

1. **“Device”** means any physical or virtual device for which any function is performed by Vendor Patch Module (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **Copies.** Notwithstanding anything to the contrary in the Agreement, Licensee may not make copies of Vendor Patch Module without prior written approval from Flexera.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of exposing threat related data associated with vulnerabilities identified in the Software Vulnerability Manager and Software Vulnerability Research products and related to applications located within Licensee’s (including Affiliates) own systems. Reporting on applications of any third party is prohibited.
 4. **Disclaimer.** While Vendor Patch Module is intended to provide patches for a wide range of third party software products, Flexera makes no representation or warranty that Vendor Patch Module will provide patches for all products. In addition, Flexera does not provide any support with respect to actual patches delivered, as such patches are supported by the software producer creating those patches.
 5. **Software or SaaS.** For the purpose of the Agreement, Vendor Patch Module may be considered either “SaaS” or “Software” and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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REVENERA SUBSCRIPTION AGREEMENT

This Revenera Subscription Agreement ("Agreement") is a legal contract between Ordering Activity under GSA Schedule contracts identified in the Order (in either case the "Customer"), and Revenera for the SaaS (collectively "Products").

1. Definitions. Terms will have the meanings as ascribed in this Section or as otherwise described throughout this Agreement.

- 1.1. **Affiliate:** any entity in which a party to this Agreement has the legal or practicable ability to procure compliance by the applicable entity with the terms and conditions of this Agreement.
- 1.2. **Anonymized Data:** information that has been compiled and modified by Revenera in such a way that a data subject is not or no longer identifiable and cannot be re-identified when combined with other data.
- 1.3. **Background IP:** any intellectual property rights owned or created by or on behalf of a party and whether in existence prior to the Effective Date and/or created thereafter independently of this Agreement.
- 1.4. **Business Day:** any day which is not a Saturday, Sunday, legal holiday, or other day on which commercial banks are required or authorized by law to be closed in the applicable Customer's location.
- 1.5. **Confidential Information:** any business and/or technical information that is received by the Recipient from the Discloser that a) is in written, recorded, graphical or other tangible form and is marked "Confidential" or "Trade Secret" or similar designation; b) is in oral form and identified by the Discloser as "Confidential" or "Trade Secret" or similar designation at the time of disclosure, with subsequent confirmation in writing within thirty (30) days of such disclosure; or c) is received under circumstances that should reasonably be interpreted as imposing an obligation of confidentiality.
- 1.6. **Customer:** the above-named company or Affiliate that may place an Order subject to the terms of this Agreement, as applicable.
- 1.7. **Customer Data:** any data loaded by Customer into Revenera's SaaS Products.
- 1.8. **Customer Site:** any location owned or leased solely by Customer or an Affiliate or that portion of any shared space, such as a shared data center, attributable solely to Customer or such Affiliate, or in the instance of an employee working remotely, that location from which such employee is working while using Customer or Affiliate-provided equipment on which the Software may be installed.
- 1.9. **Data Protection Laws:** those laws applicable to the processing of personal data in the relevant jurisdictions, including but not limited to the General Data Protection Regulation 2016/679.
- 1.10. **Discloser:** the party disclosing Confidential Information.
- 1.11. **Diverse Suppliers:** businesses owned by minority, women, lesbian, gay, bisexual or transgender (LGBT), veteran, or persons with disabilities.
- 1.12. **Documentation:** the technical specification documentation generally made available by Revenera to its customers regarding the Products from time to time.
- 1.13. **Force Majeure Event:** any strike, blockade, war, act of terrorism, riot, natural disaster, sanction, or failure or diminishment of power or of telecommunications or data networks or services.
- 1.14. **Internal Purposes:** use of the Products for the benefit of Customer (and/or its Affiliates) for the purpose of managing its own IT estate.
- 1.15. **License Level:** the Products usage limits as specified in the Order.
- 1.16. **Order:** either (i) a written order document executed by Customer and Revenera referencing this Agreement and specifying the Products or Services purchased by Customer hereunder or (ii) a purchase order delivered by Customer for Products or Services, provided that such purchase order contains the requisite level of detail for the parties to identify the specific Products or Services, quantities, and prices.
- 1.17. **Products:** Both SaaS and Software.
- 1.18. **Recipient:** the party receiving Confidential Information.
- 1.19. **SaaS:** means a software application (including any associated database content provided with or embedded within the software application as well as the software to be deployed on physical and/or virtual resources) licensed to Customer on a subscription basis that is owned, delivered, and managed remotely by Revenera as part of a multi-tenant hosted environment, and specified in an applicable Order.
- 1.20. **Service Levels:** the service levels that will apply to SaaS and that are set out at <https://www.Revenera.com/legal/saas-service-levels.html> and attached hereto or as otherwise agreed in an Order.
- 1.21. **Services:** any professional, consulting and training services (not including Support) as further defined in an Order.
- 1.22. **Software:** the object code form of software products (including any associated database content provided with or embedded within the software products) licensed to Customer for installation at Customer Sites. Except as otherwise expressly set forth herein or in an applicable Order, Software does not include source code.
- 1.23. **Subcontractor:** any third party engaged by Revenera to deliver Services.
- 1.24. **Subscription Term:** duration of Customer's license to use the Products as agreed in the applicable Order.
- 1.25. **Support:** the support services set out at <https://www.Revenera.com/legal/support-terms-silver.html> or as otherwise agreed in an Order.
- 1.26. **Update:** means patches, additions, modifications and new versions of a Software product incorporating such patches, additions, and modifications that are provided to Customer by Revenera and that are not included in the initial delivery of the Software.

Updates do not include additions or modifications that Revenera considers to be a separate product or for which Revenera charges its customers extra or separately.

- 1.27. **Work Product:** any custom deliverable created exclusively for Customer in the performance of the Services.

2. License Grant.

- 2.1. Grant of License. For the Subscription Term and License Level set forth in an Order, Revenera grants to Customer a non-transferable (except as provided herein), non-sublicensable, non-exclusive license to use the Products in accordance with the Documentation. The Order will specify the specific Products offering and license model purchased by Customer and the applicable Product Specific Terms set forth at <https://www.Revenera.com/legal/product-specific-terms.html> will apply.
- 2.2. Delivery. Customer will receive access to SaaS via a website hosted by Revenera and Software via electronic delivery.
- 2.3. Installation and Copies. Customer may install Software at Customer Sites only. Customer may make a reasonable number of copies of Software for testing, back-up and archival purposes.
- 2.4. Use by Affiliates and Contractors. Customer's Affiliates and contractors may also use the licenses granted to Customer, provided that (a) such use is only for Customer's or such Affiliate's benefit, (b) Customer agrees to remain responsible for each such Affiliate's and/or contractor's compliance with the terms and conditions of this Agreement, and (c) Customer's Affiliate or contractor is not already an existing customer of Revenera under a separate Order. Use of the Products by the Affiliates, contractors and Customer in the aggregate must be within the License Level.
- 2.5. License Restrictions. Customer will not (and will require any third party not to):
 - 2.5.1. modify, distribute (except as expressly permitted herein), sell, sublicense, rent, lease the Products or Documentation (or any part thereof) or use the same for any reason other than Internal Purposes, provided that Customer may use Products to manage the IT estate of any third party (other than Affiliates) if it purchases a service provider license as expressly set forth in an Order;
 - 2.5.2. remove any product identification, proprietary, copyright, or other notices contained in the Documentation;
 - 2.5.3. modify any part of the Documentation or create a derivative work of any part of the Documentation, except for Customer's own internal use or otherwise expressly authorized in writing by Revenera;
 - 2.5.4. conduct vulnerability scanning or penetration testing of Revenera systems or the SaaS;
 - 2.5.5. reverse engineer, decompile, or otherwise interrogate any libraries, data or databases incorporated or provided with the Products to create or improve a similar product;
 - 2.5.6. access any libraries, data or databases incorporated or provided with the Products via any mechanism other than the Products;
 - 2.5.7. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Products or Documentation; or
 - 2.5.8. use SaaS and/or Revenera's data for machine learning, predictive analytics, nature language processing or other forms of analysis.
- 2.6. Intellectual Property Rights.
 - 2.6.1. Products and Documentation. Revenera will retain exclusive ownership of all rights, title, and interest in and to the Products and Documentation, including but not limited to data or other information that is generated or processed (including by way of machine learning, predictive analytics, natural language processing or other forms of analysis) by the Products other than Customer Data.
 - 2.6.2. Customer Data. Customer will retain exclusive ownership of all rights, title, and interest in and to Customer Data, provided that any Background IP will remain the property of Revenera.
 - 2.6.3. Anonymized Data. Revenera shall have the right to access, compile, and aggregate information supplied by Customer, including Customer Data, into Anonymized Data. Revenera shall own all Anonymized Data. Revenera may use or distribute such Anonymized Data for any lawful purpose, including without limitation, analytics, benchmarking, development of new products or services, and research purposes.
- 2.7. Overage. At any time during the Subscription Term set forth in an Order, if Customer usage exceeds its License Level ("**Overage**"), Customer will correct the Overage by purchasing additional licenses within thirty (30) days of the Overage. If Customer does not purchase licenses for the Overage within such thirty (30) day period, Revenera may suspend Customer's use of the SaaS or that portion of Customer use exceeding the scope of Customer's SaaS license, if feasible, by providing fifteen (15) days prior notice. Customer agrees (i) that Revenera may access to view Customer's instance(s) of the SaaS and (ii) to provide Revenera with all information reasonably required for the purpose of verifying Customer's compliance with the License Level, which may be in the form of a formal certification.

3. **Support and Service Levels.** Revenera will provide Support during the applicable Subscription Term and will provide SaaS in accordance with the Service Levels during the applicable Subscription Term. Revenera will not, during the Subscription Term, make any changes to Products, Support, or Service Levels that result in a material diminution to the terms agreed herein.

4. Services.

- 4.1. Expenses. If Services are performed onsite at Customer facilities, Customer will reimburse Revenera for actual and reasonable travel expenses. Revenera will adhere to the more stringent of either Revenera's or Customer's travel policy (as provided by Customer and agreed to by Revenera).
- 4.2. Customer Policies. Revenera and its personnel will comply with all reasonable policies of Customer applicable to the provision of Services, provided that such policies do not materially add to or conflict with the terms of this Agreement or the applicable Order or purport to impose any personal liability on such personnel.
- 4.3. Delays and Cancellations. If performance of Services is delayed due to Customer's failure to provide required access, Customer personnel availability or canceled by Customer on less than five (5) Business Days' notice, Customer will pay Revenera at the rate set forth in the applicable Order per day, per individual resource designated in the Order who cannot be redeployed by Revenera using reasonable efforts. In addition, Customer agrees to reimburse any travel expenses which have been incurred and are non-cancelable, non-refundable, or non-creditable.
- 4.4. Work Product. Customer will own all Work Product, provided that any Background IP included in the Work Product will remain the property of Revenera.
- 4.5. Personnel. Revenera agrees not to assign any personnel to perform Services at a Customer site who have failed a background check or who have committed a felony shown by such background check. Revenera will, at a minimum, have performed the following checks on such personnel to the extent permitted by applicable laws:
 - 4.5.1. Verification of the personnel's applicable identification number (e.g., social security number) to verify the accuracy of the personnel's identity and current and previous addresses.
 - 4.5.2. A criminal background search of all court records of the personnel's addresses over the past seven (7) years.
 - 4.5.3. Verification of the personnel's post high school education or degrees or professional certifications.

5. Representations and Warranties.

- 5.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that, as of the applicable Order Effective Date:
 - 5.1.1. it is duly incorporated and validly existing under applicable laws and in good standing in applicable business locations as required; and
 - 5.1.2. it is duly authorized to enter into and to perform its obligations under this Agreement; and
 - 5.1.3. it is in compliance with all applicable laws related to the performance of its obligations under this Agreement.
- 5.2. Revenera's Representations and Warranties.
 - 5.2.1. Performance Warranty. Revenera represents and warrants to Customer that (i) for a period of ninety (90) days from delivery of the Software (for Software) or (ii) during the applicable Subscription Term (for SaaS), the Products will operate in substantial conformity with the Documentation and the Service Levels. Revenera does not warrant that Customer's use of the Products will be uninterrupted or error-free. This warranty does not apply to claims arising out of or relating to: (a) use of the Products with hardware or software not required in the Documentation; or (b) defects arising from use of the Products in violation of this Agreement. In response to a performance warranty claim Revenera will either (a) use commercially reasonable efforts to provide Customer with an error-correction or work-around that corrects the reported non-conformity or (b) to replace the non-conforming Products with conforming Products. If the parties determine such remedies to be impracticable within a reasonable period of time, either party may terminate the part of the Order applicable to the non-conforming Products and Revenera will refund any prepaid and unused fees for the non-conforming Products.
 - 5.2.2. Service Warranty. Revenera represents and warrants that the Services will be performed in a professional and workmanlike manner and in accordance with generally accepted industry standards and practices.
 - 5.2.3. Anti-Virus Warranty. Revenera represents and warrants to Customer that the Products do not contain any known viruses, worms, Trojan horses or other harmful, malicious, or destructive code.
 - 5.2.4. No Disabling Devices Warranty. Revenera represents and warrants to Customer that the Products do not include any functionality that generates messages, data, or reports that are transmitted to Revenera without consent from Customer. Notwithstanding the foregoing, the Products may include features that will limit use of the Products beyond the License Level.
 - 5.2.5. Non-Infringement Warranty. Revenera represents and warrants to Customer that the Products do not infringe the intellectual property rights of a third party.
- 5.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER REVENERA NOR ITS SUPPLIERS MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, AND REVENERA AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnities

- 6.1. General Indemnities. Revenera will have the right to intervene to defend and indemnify Customer and its employees, officers, board members, agents, representatives, and officials from and against any and all claims, demands, actions, losses, liabilities,

injury, damages, which are brought by a third party and caused by, arise from or relate to (i) the willful or reckless acts or omissions of Revenera, its employees, agents, subcontractors or consultants; (ii) wrongful death, bodily injury, or damage to real and tangible property caused by Revenera; (iii) any material breach by Revenera of the confidentiality obligations set forth in the section of this Agreement titled "Confidential Information"; and (iv) any material breach by Revenera of the data privacy obligations set forth in the section of this Agreement titled "Data Privacy". Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend many claim or action brought against the U.S., pursuant to its jurisdiction statute 28 U.S.C §516.

- 6.2. **Infringement Indemnity.** Revenera will have the right to intervene to defend and indemnify Customer and its employees, officers, board members, agents, representatives, and officials from and against all claims, demands, actions, losses, liabilities, injury, damages, which are brought by a third party and caused by, arise from, or relate to an allegation that the Products infringe a patent, copyright, or trademark. Revenera will have no obligation to indemnify under this section to the extent the infringement claim arises as a result of Customer's use of the Products in violation of this Agreement. If the Products are, or in Revenera's opinion use of the Products is likely to be, subject to an infringement claim, or if required by settlement of the same, Revenera will either: (a) substitute for the Products substantially functionally similar programs; (b) procure for Customer the right to continue using the Products; or if (a) and (b) are commercially impracticable, (c) terminate the applicable Order and refund to Customer any prepaid and unused fees for the affected Products.. The foregoing infringement indemnity does not apply to the extent the infringement claim arises as a result of: (1) modification of the Product (except for setting configuration options provided in the Product) by or on behalf of Customer; (2) the combination of the Product with other non-Revenera products or processes not specifically required in the Documentation; (3) Customer's unauthorized use of the Product or use of the Product in violation of this Agreement; (4) Customer's failure to implement an Update to the Software which would avoid the infringement after Revenera provides notice that implementing such Update would avoid the infringement; or (5) third party software. . Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 6.3. **Process.** The foregoing indemnity obligations are conditioned upon Customer providing to Revenera (i) prompt written notice of any claim (but in any event notice in sufficient time for Revenera to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation. Revenera will not agree to any settlement that admits fault or attributes liability or otherwise imposes any affirmative obligation of Customer without first obtaining Customer's prior written consent.

7. Liability.

- 7.1. **GENERAL LIABILITY CAP.** EXCEPT AS SET FORTH BELOW, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER (OR WITH RESPECT TO FEES DUE, PAYABLE) TO REVENERA DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING A CLAIM.
- 7.2. **ENHANCED LIABILITY CAP.** REVENERA'S LIABILITY TO CUSTOMER FOR DAMAGES AND EXPENSES ARISING PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS (INCLUDING INDEMNITIES RELATED TO CONFIDENTIALITY, DATA PRIVACY AND INFRINGEMENT) UNDER THIS AGREEMENT WILL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000).
- 7.3. **UNLIMITED LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO LIMIT OF LIABILITY WILL APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR FOR DAMAGES ARISING FROM DEATH OR BODILY INJURY CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR PAYMENT OF FEES, OR FOR ANY OTHER LOSS THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.
- 7.4. **DAMAGES WAIVER.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR (ii) LOST PROFITS, LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, OR INTERRUPTION OF BUSINESS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8. Invoicing and Payment.

- 8.1. **Invoicing.** Unless otherwise agreed in an Order, Revenera will invoice Customer as follows:
 - 8.1.1. for Products, annually in advance; and/or
 - 8.1.2. for Services and associated expenses, monthly in arrears.
- 8.2. **Payment.** Customer agrees to pay Revenera the fees indicated in each applicable Order within thirty (30) days of Customer's receipt of the invoice for the applicable Order. If required by FAR an/or the GSA Schedule Contract terms and conditions including, but not limited to, GSAR Clause 552.212-4(k), Orders made by Customer are tax exempt unless otherwise agreed. Any late payments will be subject to a service charge equal to the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. If Customer is required to withhold and pay any withholding tax imposed at source on any amount payable to Revenera under this Agreement, then Customer will deliver to Revenera the original tax receipt or other proof of payment, and Customer's payment of the balance (after deducting

any such withholding) will constitute payment in full of the amount owed by Customer to Revenera and Customer will assist Revenera in recovering any withholding tax from the relevant tax authority. If Revenera is required by Customer to use any invoicing portal or similar service to issue invoices, receive purchase orders, or otherwise contract with Customer, then any fees incurred by Revenera for Revenera's use of such portal or service will be billed back to Customer.

- 8.3. Purchase Orders. If Customer requires a separate purchase order to be provided to Revenera for Revenera to invoice Customer, Customer commits to providing a purchase order within five (5) Business Days of its receipt of license keys from Revenera. In the event Customer fails to deliver a purchase order within such timeframe, Customer's signed Order, if there is one, will constitute Customer's approval for Revenera to invoice Customer. For multi-year Subscription Terms, Customer must provide a purchase order for either (i) the total payable for the entire Subscription Term, or (ii) one (1) year at a time, provided that the first purchase order must indicate that it is for the first year of a committed three (3) year Subscription Term; regardless of the purchase order form selected, if Customer licenses Products for a multi-year Subscription Term, the license is non-cancelable and Customer will be obligated to pay for the total value of the Subscription Term. The parties agree that any additional or conflicting terms and conditions included in a Customer purchase order shall have no force and effect and are hereby rejected.
- 8.4. Purchases Through Resellers. In the event Customer purchases Products via a reseller, the invoicing and payment terms agreed between Customer and such reseller will apply in lieu of the terms set forth herein.
- 8.5. Renewal. Following the Subscription Term set forth in an Order, licenses may be renewed for additional periods of one (1) years at a time by executing a written order (each a "**Renewal Term**"). Fees for each Renewal Term will as indicated in the GSA Schedule Contract and Pricelist. At any point, either party may give written notice of its election not to renew, provided such notice is provided no later than ninety (90) days prior to the end of the current Subscription Term.

9. Term and Termination.

- 9.1. Term. This Agreement is effective as of the Effective Date and will continue until terminated in accordance with its terms.
- 9.2. Termination for Cause.
 - 9.2.1. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Flexera shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
 - 9.2.2. The parties acknowledge that a violation of the sections titled "License Restrictions", "Overage", "Payment", and "Confidential Information" will be deemed to be a material breach of this Agreement.
- 9.3. Effect of Expiration or Termination.
 - 9.3.1. Upon any expiration or termination of an Order, Customer will cease all use of the Products licensed under such Order. Where Customer terminates an Order for cause, Revenera will refund Customer for all fees paid in advance for Products or Services not yet received, on a pro-rata basis from the termination date to the end of the Subscription Term. Where Revenera terminates an Order for cause, all fees committed under the terminated Orders will become immediately due and payable.
 - 9.3.2. Termination of this Agreement or an Order will not automatically terminate any other agreement or order unless the terminating party is entitled to terminate such other agreement or order and includes such other agreements or orders in its termination notice to the other party.
 - 9.3.3. With respect to SaaS and provided all fees due under the Agreement have been paid, Customer will have up to 30 calendar days from the effective date of the termination or expiration of this Agreement or an Order to access the SaaS solely to retrieve the available Customer content and for no other usage. Thereafter, (i) Customer will have no access to the SaaS, and (ii) Revenera will have no obligation to retain the Customer content or make the Customer content available to Customer.
- 9.4. Transition Assistance. Upon any expiration or termination of an Order, Revenera agrees to provide transition Services pursuant to an Order.
- 9.5. Survival. In the event this Agreement is terminated but an Order is still outstanding, this Agreement will continue to apply to the outstanding Order until such Order expires or is terminated in accordance with this Agreement. Any provision that by the very nature of which should survive will survive any termination or expiration of this Agreement.

10. Confidential Information.

- 10.1. Protection of Confidential Information. The Recipient will a) have the right to disclose the Confidential Information only to its employees, consultants, contractors and Affiliates having a need to know and who have agreed in writing to be bound to confidentiality terms substantially similar to those contained herein; b) use at least as great a standard of care in protecting the Discloser's Confidential Information as it uses to protect its own information of like character, but in any event not less than a reasonable degree of care; c) use such Confidential Information only in connection with its rights and/or obligations under this Agreement; and d) at the Discloser's option return or destroy any or all Confidential Information upon the Discloser's demand. Confidential Information will remain confidential for a period of three (3) years from disclosure. No time limit will apply to

Confidential Information marked or otherwise identified as or deemed to be a “Trade Secret”. Any software, documentation or technical information provided by Revenera (or its agents), performance information relating to the Products, and the terms of this Agreement will be deemed “Trade Secrets” of Revenera without any marking or further designation.

10.2. Exclusions. The Recipient’s nondisclosure obligation does not apply to information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Recipient; (c) is rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Recipient who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Discloser). Flexera recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

10.3. Reserved.

11. **Data Privacy**. Where personal data is being processed, the parties will comply with their respective obligations as a data processor and a data controller under the relevant Data Protection Law(s). The Data Processing Agreement (“DPA”) located at www.Revenera.com/legal/dpa as of the Effective Date will apply to the Processing of Personal Data (as each is defined in the DPA), unless the parties execute (or have already executed) a different DPA, in which case the executed DPA will apply. For the avoidance of doubt the SaaS does not require Revenera to have access to any sensitive or special categories of Customer personal data. Revenera will conduct annual SSAE 16 SOC audits during any Subscription Term for SaaS. Revenera will, upon request, provide Customer a SSAE 16 SOC Type I and/or II audit report covering the SaaS. Customer agrees that the foregoing fulfills Revenera’s audit obligations under applicable Data Protection Laws, except for any additional audits required by an applicable data protection authority or regulatory body with authority over Revenera and Customer.

12. **Security**. Revenera will provide the SaaS in accordance with the information security terms attached at Schedule 1 to this Agreement.

13. **Audit by Customer**. Customer may audit Revenera for the purpose of verifying Revenera’s compliance with the terms of this Agreement. Audits performed subject to this Section will (i) only be performed during the term of this Agreement, (ii) require prior written notice of at least thirty (30) days, (iii) be conducted remotely and during regular business hours, (iv) not unreasonably interfere with Revenera’s business activities, (v) be conducted no more than once per year, (vi) not be related to security or privacy, which are covered separately under this Agreement or the DPA; and (vii) only cover the immediately preceding two (2) years.

14. **Evaluation**. If Revenera provides a Product as a trial, evaluation, beta version, or proof of concept, or otherwise at no charge, then the following terms shall apply to such Product and take precedence in the event of any inconsistency between this Section “Evaluation” and any other term or condition in this Agreement: (a) Revenera grants Customer a worldwide, nonexclusive, revocable, nontransferable, nonsublicensable license to use the Product during the term and within the usage limits identified by Revenera solely for Customer’s internal evaluation purposes; (b) Revenera may revoke Customer’s Product license at any time for any reason; (c) the following Sections of this Agreement shall not apply: (i) “Indemnities”, and (ii) “Revenera’s Representations and Warranties”; (d) to the maximum extent permitted by applicable law, the Products are provided “as is” and Revenera disclaims all obligations or liability, including any statutory or implied warranty obligations, and in any event, Revenera’s aggregate liability shall not exceed US \$100.00, and (e) in addition to (a) to (d) above for any Product or feature made available as a beta version (i) the beta Product is not an official product and has not been commercially released for sale by Revenera; (ii) the beta Product may not operate properly, be in final form or fully functional; (iii) the beta Product may contain errors, design flaws or other problems; (iv) Revenera is under no obligation to release a commercial version of the beta Product, (v) Customer’s use of the beta Product shall be for evaluation and feedback purposes only.

15. General.

15.1. Assignment. This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns. Neither party may assign this Agreement (or any part thereof) without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party’s assets or voting securities. No assignment will be effective until the assigning party provides written notice of such assignment, including the assignee’s written agreement to the terms of this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

15.2. Subcontracting. Revenera may engage a Subcontractor to perform its obligations hereunder provided that Revenera remains responsible for the compliance of such Subcontractor with the terms of this Agreement.

15.3. Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

15.4. Governing Law. If Customer is in NAM or LATAM, this Agreement is governed by the Federal laws of the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods

15.5. Amendments; Waivers. Unless expressly stated otherwise in this Agreement, no supplement, modification, or amendment of this

Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. Where this Agreement provides for a specific remedy to be provided by Revenera, such remedy will be the sole and exclusive remedy for Customer. No provision of any purchase order or other business form employed by Customer will add to or supersede the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

- 15.6. Construction and Interpretation. The original of this Agreement has been written in English. Customer waives any rights it may have under the law of its country to have this Agreement written in the language of that country. The use of the terms “including,” “include” or “includes” will in all cases herein mean “including without limitation,” “include without limitation” or “includes without limitation,” respectively. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa. This Agreement will be equally and fairly construed without reference to the identity of the party preparing this document as the parties have agreed that each participated equally in negotiating and preparing this Agreement or have had equal opportunity to do so. To the maximum extent permitted by applicable law, the parties waive the benefit of any statute, law, or rule providing that in cases of uncertainty, contract language should be interpreted most strongly against the party who caused the uncertainty to exist. The headings and titles to the articles and sections of this Agreement are inserted for convenience only and will not be deemed a part of or affect the construction or interpretation of any provision of this Agreement.
- 15.7. Usage Information. Revenera may collect and use information related to Customer’s use of the Products, and Customer hereby consents to Revenera’s collection and use of such information (i) for improvement and development of Revenera’s products and services, (ii) to provide Revenera and Customer with visibility to Customer’s actual usage and consumption patterns, (iii) to make recommendations to Customer regarding improvements to Customer’s environment and utilization of elements therein; (iv) in connection with predictive analytics, benchmarking and usage intelligence; (v) to optimize Customer’s future planning activities and requirements and (vi) in Revenera’s marketing efforts to describe how and to what extent Revenera’s customers generally use Products and the information gained therefrom.
- 15.8. Independent Contractors. The parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Customer acknowledges and agrees that the Products may provide results and conclusions based on facts, assumptions, data, material, and other information that Revenera has not independently investigated or verified. Inaccuracy or incompleteness of such facts, assumptions, data, material, and other information could have a material effect on conclusions reached by the Products; all actions taken or not taken by Customer based on the output of the Products are the responsibility of Customer. Neither party will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.
- 15.9. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party and could not be avoided through the exercise of reasonable care and diligence, including but not limited to a Force Majeure Event. If a Force Majeure Event occurs and continues for a period of thirty (30) days, Customer may terminate this Agreement by providing written notice to Revenera. In the event Revenera’s performance hereunder is the subject of a Force Majeure Event, the fees to be paid by Customer will be equitably adjusted to reflect the period of non-performance.
- 15.10. Export Compliance. Each party will comply with all applicable export laws and regulations of the United States and any other country with jurisdiction over the Products and/or either party.
- 15.11. Notices and Reports. Any notice or report to be given under this Agreement, must be in writing for the attention of Legal Dept. to the address given in the preamble to this Agreement, by the following methods only and will be deemed to have been validly given (a) on the date of delivery if delivered by hand; (b) upon transmission if delivered by email to Revenera at legal@Revenera.com and to Customer at the email address on file; and (c) two (2) Business Days after posting with an internationally recognized overnight courier. Where any provision of this Agreement requires Customer to object in writing, such objection must be based on Customer’s reasonable opinion that Revenera (or its Subcontractor) would be incapable of meeting the requirements of this Agreement. Each party to this Agreement may change its location for notice under this Agreement by giving notice to the other party in accordance with the notice provisions contained in this Section.
- 15.12. Diversity. Revenera is committed to encouraging the utilization of products and services provided by Diverse Suppliers. Revenera will use commercially reasonable efforts to engage Diverse Suppliers in the support of its business. Revenera will maintain accurate and complete records relating to its Diverse Supplier obligations.
- 15.13. Insurance. Revenera is responsible for maintaining insurance to protect itself from the following: (a) claims and/or workers compensation or state disability acts; (b) claims for damages because of bodily injury, sickness, or death of any of its employees or any other person which arise out of any negligent act or omission of Revenera, its employees or agents, if any; (c) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, which arise from any negligent act or omission of Revenera, its employees or agents, if any; and (d) claims for damages because of Revenera’s professional liability. Revenera will maintain insurance with the following limits for the duration of this Agreement:

- Workers Compensation Insurance in compliance with applicable Federal and State laws and Employer's Liability coverage with a minimum \$1,000,000 limit of liability.
- Commercial General Liability Insurance with \$1,000,000 bodily injury and property damage combined single limit of coverage,
- Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which will not be less than \$1,000,000 combined single limit per occurrence.
- Professional Liability insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by Revenera, or any Subcontractor, agent or person employed by Revenera, with a limit of not less than \$1,000,000 per claim.
- Cyber Insurance with a policy limit of \$10,000,000.

Upon Customer's request, Revenera will provide Customer with a certificate of insurance completed by its insurance carrier certifying that minimum insurance coverage as required above are in effect.

- 15.14. Anti-Bribery. Each party represents and warrants that (i) in connection with this Agreement, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any government or any agency or instrumentality thereof and (ii) it will comply in all respects with the Foreign Corrupt Practices Act, UK Bribery Act 2010, or any similar local laws.
- 15.15. Equal Opportunity. Revenera agrees that it does not and will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or sexual orientation.
- 15.16. Customer Contact Information. Customer is responsible for ensuring that Revenera has at all times updated and accurate Customer contact information for Revenera to notify Customer regarding any security and products related issues. Customer shall provide Customer current contact information via the Revenera support portal.
- 15.17. Execution. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute together but one document. In addition, the parties consent to the use of a third-party service for electronically executing this Agreement.
- 15.18. Order of Precedence. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order will take precedence with respect to the subject matter of such Order.
- 15.19. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

By signing below, the parties agree to be bound by the terms and conditions set forth herein.

CUSTOMER

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

REVENERA

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Schedule 1 – Information Security

1. **Standards Compliance.** Revenera has and will maintain SOC2 certification throughout the subscription term of the Order and will and make reports on the same available to the Customer upon request.
2. **Security Organization.** Revenera has and will maintain an information security function, which has responsibility for ensuring good practice in relation to information security and in relation to the provision of the SaaS and Services, including the publication of information security policies.
3. **Reporting and Incident Management.**
 - a. Revenera has implemented procedures for Information Security Incidents to be reported through appropriate management channels as quickly as reasonably possible. All employees and representatives of Revenera or their sub-contractors will be made aware of their responsibility to report Information Security Incidents as quickly as reasonably possible.
 - b. Revenera has and will maintain procedures to ensure a quick, effective, and orderly response to Information Security Incidents.
 - c. Revenera has and will maintain an incident classification scale in place to decide whether a security event should be classified as an Information Security Incident. The classification scale will be based on the impact and extent of an incident.
 - d. Revenera will without undue delay (within 48 hours from confirmation) notify Customer of any Information Security Incidents. Notifications to Customer will be sent to the email address on file.
 - e. If an Information Security Incident reveals any deficiencies, weaknesses, or areas of non-compliance, Revenera will promptly take such steps as may be required, in Revenera's reasonable discretion, to address material deficiencies, weaknesses, and areas of non-compliance as soon as may be practicable given the circumstances.
 - f. Upon request, Revenera will keep Customer informed of the status of any remedial action that is required to be carried out, including the estimated timetable for completing the same, and will certify to Customer as soon as may be practicable given the circumstances that all necessary remedial actions have been completed.
 - g. For the purposes of this Section, "Information Security Incidents" will mean any unmitigated security incident, of which Revenera has actual knowledge and which (i) compromises or is likely to compromise the security or integrity of Customer data or systems, or (ii) otherwise materially affects Revenera's ability to comply with the obligations in this Schedule.
4. **Security Testing.** Revenera has arranged for all testing as detailed in this Section below to be undertaken by an independent third party.
 - a. Revenera, through its contractors, will perform penetration testing on the Revenera's systems no more than once every twelve (12) months. If the penetration testing conducted discovers vulnerabilities in Revenera's systems, Revenera will, to the extent that such vulnerabilities result in an inability to materially comply with this Schedule, remediate such vulnerabilities and re-perform the penetration testing focusing on those vulnerabilities discovered from the initial penetration testing. Upon receipt of a written request, Revenera will make available the penetration testing executive summary report to Customer.
 - b. Revenera will, upon request, provide mutually agreed metrics at an agreed frequency to Customer to illustrate the performance of the testing schedule.
5. **Security Communication and Assistance.**
 - a. Except as required by mandatory applicable law or by existing applicable contractual obligations, Revenera agrees that it will not inform any third party of any Information Security Incident referencing, or identifying the Customer, without Customer's prior written consent. Revenera will fully cooperate with Customer and law enforcement authorities concerning any unauthorized access to Customer's systems or networks, or data. Such co-operation will include the retention of all information and data within Revenera's possession, custody, or control that is directly related to any Information Security Incident.
 - b. If disclosure is required by law, Revenera will work with Customer regarding the timing, content, and recipients of such disclosure.
 - c. Revenera will respond promptly to any reasonable Customer requests for information, cooperation, and assistance, including to a Customer designated response center.
6. **Access Management.**
 - a. Where Revenera personnel are accessing Customer systems or data, Revenera is responsible for validating the identity of such personnel.
 - b. Revenera will ensure that when accessing Customer systems or data, Revenera personnel have the minimal required system access to carry out their duties and will not use shared accounts or password.
 - c. Revenera will ensure that access to the Customer systems or data is governed by this Schedule.
7. **Security Review.** Subject to the conditions set out herein, Revenera will permit Customer personnel or authorized representatives to review and assess Revenera's compliance with the obligations set out in this Section ("**Security Review**"). The definition of audit rights is to be mutually agreed between Revenera and Customer. Unless otherwise required by law:
 - a. Any Security Review is subject to not less than 28 days advance written notice and limited to no more than once in any 12-month period;

- b. The Security Review will take place during normal business hours and should be conducted in a manner to minimize disruption to Revenera's business operations;
 - c. Customer will bear its own costs in relation to a Security Review; and
 - d. Any third party undertaking the Security Review must (i) be subject to confidentiality obligations no less protective than those set out in the Agreement; and (ii) must not be a competitor of Revenera.
8. **Business Continuity Management.** Revenera has and will maintain a documented Business Continuity and Disaster Recovery Plan ("BC DR Plan") throughout the term of the Agreement which will be tested, the results of which will be shared with the Customer upon request. Revenera has and will maintain emergency and contingency plans for the facilities that process Customer data.



InstallShield

1. **"Build System"** means a machine or group of machines dedicated to compiling code via automated or scheduled tasks.
2. **"Upgrade"** means a new version of InstallShield made available by Flexera, and identified in an invoice, Order, or SKU as an "Upgrade".
3. **"User"** means the individuals who access InstallShield are for the purposes of designing and developing software installations.
4. **Internal Purposes.** The license granted hereunder is for the purpose of creating installation programs of Licensee products both internally within Licensee and externally to Licensee's customers.
5. **License Models.** Licensee may be licensed pursuant to one of the following license models, which will be identified on the applicable Order Confirmation.
 - a. **Node-Locked Licenses.** If Licensee has licensed InstallShield on a node-locked basis, Licensee may install and use one instance of InstallShield on a single computer either physically installed or on a virtual image on that computer only at Licensee's site(s) for Licensee's Internal Purposes only in accordance with the License Level. A node-locked license is limited to use by a single User on a single computer or virtual image; Licensee may not install InstallShield on a shared computer. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is strictly prohibited.
 - b. **Concurrent Licenses.** If Licensee has licensed on a concurrent basis, Licensee may install InstallShield on any machine at Licensee's site(s) for Licensee's Internal Purposes only in accordance with the License Level. All machines using InstallShield must have the ability to communicate with a license server to be authorized to use InstallShield. For the purpose of certification as set forth in the Agreement, the number of concurrent Users is the highest number of Users that accessed InstallShield at any single point during the previous year.
6. **Standalone Build Licenses.** In addition to the use rights for InstallShield, Standalone Build Licenses may also be run on a separate Build System but only if run by automated processes or by a User.
7. **Upgrades.** Upgrades, if provided to Licensee, may be licensed to Licensee by Flexera with additional or different terms and conditions. Upgrades may be used only by the User of the original version of InstallShield that is being upgraded. After installation of an Upgrade, such User may continue to use the prior version(s) of InstallShield in accordance with the terms and conditions applicable to such version, provided that (i) the prior version(s) may only be used by the same User of the Upgrade; (ii) Licensee acknowledges that any obligation Flexera may have to support the prior version(s) may be ended upon the availability of the Upgrade.
8. **Dual-Media Software.** Licensee may receive InstallShield in more than one medium (electronic and on a DVD, for example). Receipt of InstallShield in more than a single manner (electronic or on a DVD, for example) does not expand the license rights granted to Licensee hereunder. Licensee's use of InstallShield is limited to the number of licenses (instances) that Licensee has acquired overall, regardless of number or type of media on which it has been provided.
9. **Transfers.** Transfers of licenses that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.
10. **Redistributable Files.** InstallShield component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Licensee may copy the files specifically identified in the documentation as "redistributables" and redistribute such files to Licensee's end users of Licensee's products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Licensee grants Licensee's end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of Licensee's products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany InstallShield, but Licensee may not use Flexera's name, logos or trademarks to market Licensee's products.



11. **Usage Information.** Notwithstanding anything to the contrary in the Agreement, Flexera may collect and use information based on Licensee's use of InstallShield, and Licensee hereby consents to Flexera's collection and use of such information for the purpose of compliance reporting and anti-piracy. Such information may include (without limitation) usernames/user IDs, user email addresses, computer or device names, Wi-Fi SSIDs, however, Flexera will not collect any special categories of Personal Data (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Any information collected for the purpose of this Section 11 is stored and Processed in accordance with the Data Privacy provision(s) set out in the Agreement.
12. **Software.** For the purpose of the Agreement, InstallShield is considered "Software"

InstallAnywhere

1. **"Build System"** means a machine or group of machines dedicated to compiling code via automated or scheduled tasks.
2. **"Upgrade"** means a new version of InstallAnywhere made available by Flexera, and identified in an invoice, Order, or SKU as an "Upgrade".
3. **"User"** means the individuals who access InstallAnywhere for the purposes of designing and developing software installations.
4. **Internal Purposes.** The license granted hereunder is for the purpose of creating installation programs of Licensee products both internally within Licensee and externally to Licensee's customers.
5. **License Models.** Licensee may be licensed pursuant to one of the following license models, which will be identified on the applicable Order Confirmation.
 - a. **Node-Locked Licenses.** If Licensee has licensed InstallAnywhere on a node-locked basis, Licensee may install and use one instance of InstallAnywhere on a single computer either physically installed or on a virtual image on that computer only at Licensee's site(s) for Licensee's Internal Purposes only in accordance with the License Level. A node-locked license is limited to use by a single User on a single computer or virtual image; Licensee may not install InstallAnywhere on a shared computer. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is strictly prohibited.
 - b. **Concurrent Licenses.** If Licensee has licensed on a concurrent basis, Licensee may install InstallAnywhere on any machine at Licensee's site(s) for Licensee's Internal Purposes only in accordance with the License Level. All machines using InstallAnywhere must have the ability to communicate with a license server to be authorized to use InstallAnywhere. For the purpose of certification as set forth in the Agreement, the number of concurrent Users is the highest number of Users that accessed InstallAnywhere at any single point during the previous year.
6. **Standalone Build Licenses.** In addition to the use rights for InstallAnywhere, Standalone Build Licenses may also be run on a separate Build System but only if run by automated processes or by a User. If Licensee has licensed the InstallAnywhere Standalone Build Node-Lock, Licensee may install and use one copy of InstallAnywhere Standalone Build Node-Lock on a single computer residing on Licensee's premises only for Licensee's Internal Purposes.
7. **Upgrades.** Upgrades, if provided to Licensee, may be licensed to Licensee by Flexera with additional or different terms and conditions. Upgrades may be used only by the User of the original version of InstallAnywhere that is being upgraded. After installation of an Upgrade, such User may continue to use the prior version(s) of InstallAnywhere in accordance with the terms and conditions applicable to such version, provided that (i) the prior version(s) may only be used by the same User of the Upgrade; (ii) Licensee acknowledges that any obligation Flexera may have to support the prior version(s) may be ended upon the availability of the Upgrade.
8. **Dual-Media Software.** Licensee may receive InstallAnywhere in more than one medium (electronic and on a DVD, for example). Receipt of InstallAnywhere in more than a single manner (electronic or on a DVD, for example) does not expand the license rights granted to Licensee hereunder. Licensee's use of InstallAnywhere is limited to the number of licenses (instances) that Licensee has acquired overall, regardless of number or type of media on which it has been provided.
9. **Transfers.** Transfers of licenses that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.
10. **Redistributable Files.** InstallAnywhere component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Licensee may copy the files specifically identified in the documentation as "redistributables" and redistribute such files to Licensee's end users of Licensee's products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Licensee grants Licensee's end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted



operation of Licensee's products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany InstallAnywhere, but Licensee may not use Flexera's name, logos or trademarks to market Licensee's products.

11. **Software.** For the purpose of the Agreement, InstallAnywhere is considered "Software".
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Schedule 3 - Product Specific Terms

1. **Offerings.** Flexera One is available in the following offerings:

Offering	Licensed Based On		
	Clients	Servers	Public Cloud Spend
Flexera One IT Asset Management (ITAM)	X	X	
Flexera One IT Visibility (ITV) with Technology Intelligence Platform	X	X	
Flexera One Technopedia Cloud	X	X	
Flexera One ITAM SaaS Management (SM)	X		
Flexera One Cloud Migration and Modernization (CMM)		X	
Flexera One Cloud Cost Optimization (CCO) (for Public Cloud)			X
Flexera One Cloud Cost Optimization (CCO) (for Private Cloud)		X	
Flexera One Enterprise (ITAM, ITV, CMM, SM and CCO)	X	X	X
Flexera One FinOps Advanced with SaaS Management (CCO and SM)	X		X
Flexera One Fin Ops Advanced with Cloud Migration (CCO and CMM)			X
Flexera One Fin Ops Enterprise (CCO, CMM, and SM)	X		X
Flexera One Select	X	X	
Flexera One IT Visibility (ITV) with Technology Intelligence Platform and Asset Management	X	X	

2. **Device** means any Client, Server, or Container, including both physical and virtual machines, for which any function is performed using a Flexera One offering, including but not limited to scanning, delivering, installing, updating, migrating, or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status or history of any software or hardware components or software licenses on or used by the Device, and:
- A **Server** is any Device running a server-based operating system.
 - A **Client** is any Device other than a Server.
 - A **Container** is an actively running instance of a container image in Customer's systems. A container image is a ready-to-run software package containing everything needed to run an application, including any runtime it requires, application and system libraries, and default configurations. For the purpose of licensing under an Order, ten (10) Containers = one (1) Server.

A list of common examples of Devices can be found at www.flexera.com/legal/device-examples. The number of Devices required to be licensed is the highest number of Devices in place at any point. Example: *if Customer is licensed for 10,000 Servers and it removes 100 Servers from being managed, but later adds 100 Servers, Customer would not be required to license additional capacity; however, if Customer is licensed for 10,000 Servers and it adds 100 Servers to be managed by the SaaS, but later removes 100 Servers, Customer would be required to be licensed for 10,100 Servers.*

3. **Flexera One Select Additional Terms.**

- 3.1. Flexera One Select is for use solely to manage Customer's licenses of a specific third-party technology provider, named in an Order. Customer may not use Flexera One Select to manage any licenses of providers other than the specific third-party technology provider selected by Customer and named in an Order.
- 3.2. Customer hereby authorizes Flexera to view Customer's instance for Flexera One Select for the purpose of verifying compliance with the restrictions in this Section.

4. **Cloud Cost Optimization Additional Terms.**

- 4.1. **Cloud Infrastructure Service** means the compute capacity, data storage, data transmission, network and related infrastructure services made available by Customer, a cloud infrastructure service provider or any other third party.
- 4.2. **Private Cloud Infrastructure Service** means any Cloud Infrastructure Service that is not a Public Cloud Infrastructure Service.
- 4.3. **Public Cloud Infrastructure Service** means a Cloud Infrastructure Service that resides on a third party's data center, including but not limited to Amazon Web Services, Microsoft Azure, and Google Compute Platform, Alibaba Cloud, IBM Cloud and Oracle Cloud Platform (any such third party will be a "Public Provider").



44. **Public Cloud Spend** means the total amount of cost from Public Cloud Infrastructure Services that Customer processes via CCO as set forth in any applicable cost data including, without limitation, any taxes, credits, support and other billing data included in the Public Providers' invoices, measured on an annual aggregate basis.
45. **Cloud Infrastructure Services.** Customer is responsible for selecting one or more Cloud Infrastructure Services. Customer understands and agrees that the full benefits of CCO may not be available if Customer does not elect to use a Cloud Infrastructure Service that is not listed in the Documentation. Flexera will provide reasonable technical support designed to enable interoperability between CCO and the features of Cloud Infrastructure Service specified in the Documentation.
- 4.5.1. **Public Cloud Infrastructure Services.** If Customer intends to use CCO to manage its Public Cloud Infrastructure Services, it is licensed based on the aggregate amount of Public Cloud Infrastructure Services, measured on an annual basis. Customer hereby authorizes Flexera to access and review Customer's Public Cloud Infrastructure Service invoices for the purpose of providing and making available CCO for Public Cloud Infrastructure Services. Customer will be required to license additional capacity as soon as it exceeds its License Level. Further, if Customer has elected a multiyear subscription term, for each year after the first year of the subscription term the License Level will be the greater of (i) the previous year's License Level or (ii) the annualized value based on actual Public CloudSpend processed in the last three months of the immediately preceding year of the subscription term, plus any material events known to Customer that may affect usage in the following year
- 4.5.2. **Private Cloud Infrastructure Services.** If Customer intends to use CCO to manage its Private Cloud Infrastructure Services, it is licensed based on the number of Servers managed by CCO.



AdminStudio

1. **“Administrator”** means the individuals within Licensee’s organization who access AdminStudio for the purpose of packaging, re-packaging, evaluating compatibility or suitability of, or creating any workflows for the purpose of deploying a software application or any administrative function related to the software. Each Administrator license may be installed on one computer and used solely by an individual Administrator within Licensee’s organization. If AdminStudio is licensed on a per Administrator model, the license is node-locked and is limited to use by a single individual on a single computer or virtual image; Licensee may not install AdminStudio in such instance on a shared computer. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is strictly prohibited. For the purpose of clarity, a single Administrator license may not be used by more than one individual. For the purpose of certification as set forth in this Agreement, the number of Administrators includes all Administrators that accessed AdminStudio at any point during the previous year.
2. **“Employee”** means any individual in Licensee’s organization that may request, have deployed to, or otherwise receive any application, package, or other software prepared using AdminStudio. If AdminStudio is licensed on a per Employee model, AdminStudio may be installed and used by Licensee on computers only at Licensee’s site(s) solely for the benefit of some or all of the Employees within Licensee’s organization, and only if that total number of Employees within Licensee’s organization does not exceed the License Level. For the purpose of certification as set forth in the Agreement, the number of Employees includes the highest number of Employees that were in place at any point during the previous year.
3. **“Device”** means any physical or virtual device or Microsoft Windows server that may receive any application, package, or other software prepared using AdminStudio. If AdminStudio is licensed on a per Device model, AdminStudio may be installed and used by Licensee on computers only at Licensee’s site(s) solely for the benefit of Devices within Licensee’s organization, and only if that total number of Devices within Licensee’s organization does not exceed the License Level. For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
4. **“Packaging Services”** means any service(s) provided by a Service Provider to the Licensee for the purpose of rationalizing and/or creating application packages for deployment within Licensee’s internal organization.
5. **“Service Provider”** means any third party with whom Licensee has entered into any arrangement for the provision of Packaging Services for an on behalf of the Licensee.
6. **Transfers.** For licenses based on Administrators, transfers that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.
7. **Redistributables.** AdminStudio component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Licensee may copy the files specifically identified in the documentation as “redistributables” and redistribute such files to Licensee’s end users of Licensee’s products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Licensee grants Licensee’s end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of Licensee’s products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany AdminStudio, but Licensee may not use Flexera’s name, logos or trademarks to market Licensee’s products.
8. **Usage Information.** Notwithstanding anything to the contrary in the Agreement, Flexera may collect and use information based on Licensee’s use of AdminStudio, and Licensee hereby consents to Flexera’s collection and use of such information for the purpose of compliance reporting and anti-piracy. Such information may include (without limitation) usernames/user IDs, user email addresses, computer or device names, Wi-Fi SSIDs, however, Flexera will not collect any special categories of Personal Data (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Any information collected for the purpose of this Section 8 is stored and Processed in accordance with the Data Privacy provision(s) set out in the Agreement.
9. **Internal Purposes.** The license granted hereunder is for the purpose of distributing packages to Licensee’s own systems and employees. Distribution of packages to any third-party customer of Licensee shall require a separate license.

10. **License Restrictions.** Notwithstanding anything to the contrary in the Agreement, Licensee shall not permit, and shall procure that no Licensee Affiliate permits, any Service Provider to use the license granted hereunder for the provision of Packaging Services unless otherwise approved in writing in advance by Flexera. For the avoidance of doubt, any use of AdminStudio by a Service Provider shall require the Service Provider to own a Service Provider license for Admin Studio Enterprise.
11. **Software.** For the purpose of the Agreement, AdminStudio is considered "Software".
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AdminStudio Service Provider

1. **"Administrator"** means the individuals within Licensee's organization who access AdminStudio Service Provider for the purpose of packaging, re-packaging, evaluating compatibility or suitability of, or creating any workflows for the purpose of deploying a software application or any administrative function related to the software. Each Administrator license may be installed on one computer and used solely by an individual Administrator within Licensee's organization. If AdminStudio is licensed on a per Administrator model, the license is node-locked and is limited to use by a single individual on a single computer or virtual image; Licensee may not install AdminStudio in such instance on a shared computer. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is strictly prohibited. For the purpose of clarity, a single Administrator license may not be used by more than one individual. For the purpose of certification as set forth in this Agreement, the number of Administrators includes all Administrators that accessed AdminStudio at any point during the previous year.
2. **"Customers"** means the customers of Licensee for which Licensee has purchased a service provider license to use AdminStudio Service Provider to provide Packaging Services. Licensee may not be its own Customer. Licensee shall be solely responsible for the Customer relationship; Flexera will have no obligations whatsoever to Customers.
3. **"Employee"** means any individual in a Customer's organization that may request, have deployed to, or otherwise receive any application, package, or other software prepared by Licensee using AdminStudio Service Provider. If AdminStudio Service Provider is licensed on a per Employee model, AdminStudio Service Provider may be installed and used by Licensee on computers only at Licensee's site(s) solely for the benefit of some or all of the Employees within Customers' organizations, and only if that total number of Employees within Customers' organizations does not exceed the License Level. For the purpose of certification as set forth in the Agreement, the number of Employees includes the highest number of Employees that were in place at any point during the previous year.
4. **"Device"** means any physical or virtual device or Microsoft Windows server that may receive any application, package, or other software prepared by Licensee using AdminStudio Service Provider. If AdminStudio Service Provider is licensed on a per Device model, AdminStudio Service Provider may be installed and used by Licensee on computers only at Licensee's site(s) solely for the benefit of Devices within Customers' organizations, and only if that total number of Devices within Customers' organizations does not exceed the License Level. For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
5. **"Packaging Services"** means those services that Licensee provides to Customers utilizing AdminStudio Service Provider for the purpose of rationalizing and/or creating application packages for deployment within Customer's internal organization.
6. **"AdminStudio Service Provider"** means AdminStudio Enterprise Edition.
7. **Grant of License.** Notwithstanding the license grant set forth in the Agreement, but subject to acceptance of and all other terms and conditions of the Agreement and upon Licensee's payment of the fees shown on the invoice, Flexera grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for the sole purpose of providing Packaging Services to Customers for such Customers' Internal Purposes, (i) AdminStudio Service Provider, in accordance with the Documentation, and (ii) Documentation.
8. **Installation.** Licensee may install and operate AdminStudio Service Provider at a Customer location.
9. **License Models.**
 - a. **Concurrent Licenses.** AdminStudio Service Provider licenses may be provided on a concurrent Administrator basis. Notwithstanding the definition of "Administrator", if Licensee has licensed Service Provider licenses on a concurrent Administrator basis, AdminStudio Service Provider may be used by any individuals within Licensee's organization, up to the License Level. All machines using AdminStudio Service Provider must have the ability to communicate with a license server to be authorized to use AdminStudio Service Provider. For the purpose of certification as set forth in the Agreement, the number of Administrators is the highest number of Administrators that accessed AdminStudio Service Provider at any single point during the previous year.
 - b. **Named Customer.** If Licensee purchases licenses based on a named Customer model, Licensee may use AdminStudio Service Provider for the named Customer identified in the applicable Order, provided that Licensee may not use AdminStudio Service Provider for any Customer other than the Customer identified in the applicable Order.
10. **License Restrictions.**
 - a. **No Leave Behind.** AdminStudio Service Provider may not be left behind at Customer's site or on Customer's systems once the Packaging Services are completed. If computers, servers or networks on which AdminStudio Service Provider is installed are no longer owned or leased by Licensee, Licensee must remove AdminStudio Service Provider from such computers, servers or networks.



- b. **No Other Use.** Licensee may not use AdminStudio Service Provider for any reason other than for Packaging Services for Customers. For the purpose of clarity, Licensee may not use AdminStudio Service Provider licenses for its own purposes and Licensee may not use AdminStudio Service Provider for the purpose of creating installation packages for distribution outside of Customers' organizations.

11. Licensee Obligations.

- a. **Representations.** Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning AdminStudio Service Provider which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Flexera to Licensee hereunder. Licensee may not make any representation, warranty or guarantee by or on behalf of Flexera. Licensee shall represent Flexera and AdminStudio Service Provider in a positive and professional manner at all times. Licensee is not to re-brand or otherwise represent AdminStudio Service Provider as anything other than [Product Name] by Flexera Software LLC without express written approval from Flexera. This includes, but is not limited to, reports, splash screens, documentation and all other intellectual property.
- b. **Business Practices.** Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Flexera or AdminStudio Service Provider and agrees to comply with all applicable federal, state and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement. Licensee further agrees to notify Flexera sixty (60) days in advance if Licensee intends to sell, represent or promote any products competitive with AdminStudio Service Provider.
- c. **Licensee Indemnity.** Licensee will defend, indemnify and hold harmless Flexera from and against any loss, cost, liability or damage, including attorneys' fees, for which Flexera becomes liable arising from or relating to: (a) any breach by Licensee of any term of this Agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Flexera or (c) any other act or omission of Licensee in connection with the marketing of AdminStudio Service Provider under this Agreement.
- d. **Packaging Services Site.** Licensee shall identify, upon Flexera's request, the Customer and the site of the performance of the Packaging Services for such Customer for each applicable license.
- e. **Notice of Termination of Packaging Services for Named Customer.** In the event Packaging Services expire or are terminated for a particular Customer, Licensee may be required to notify Flexera of such expiration or termination within thirty (30) days of the effective date of such expiration or termination.
- f. **Flow-Through of Terms.** Licensee shall enter into an agreement with a Customer that is equally as protective of AdminStudio Service Provider as this Agreement. Licensee shall notify Flexera of any uncured breach of any terms related to AdminStudio Service Provider of which it becomes aware. Licensee will enforce the agreement it has with its Customer as it relates to AdminStudio Service Provider in the same manner as Licensee enforces such agreement with respect to Licensee's own intellectual property, which shall be at least in a reasonable manner. In any event, Flexera and Licensee will reasonably cooperate on actions to be taken to enforce breaches of Flexera's intellectual property rights against a Customer.

12. Expiration and Termination.

- a. **Expiration of Licenses.** Upon completion or termination of the Packaging Services for a Customer (the "Expiration Date"), Licensee will cease using the applicable licenses for such Customer. If AdminStudio Service Provider was installed and used at Customer's site, Licensee will uninstall AdminStudio Service Provider from any equipment used for the provision of Packaging Services to such Customer and will provide Flexera with certification thereof. For the purpose of clarity, Licensee may not transfer licenses to Customers without Flexera's prior written consent, which may be withheld in Flexera's sole discretion.
- b. **Effect of Termination.** In no event will Licensee be entitled to receive a refund of any license fees paid prior to the applicable termination date, and Licensee shall be responsible for the fees applicable for the remainder of the license term as if such license had not been terminated or expired.

13. **Transfers.** For licenses based on non-concurrent Administrators, transfers that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.

14. **Redistributables.** AdminStudio Service Provider component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Licensee may copy the files specifically identified in the documentation as "redistributables" and redistribute such files to Licensee's end users of Licensee's products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Licensee grants Customers' end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of Licensee's products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany AdminStudio Service Provider, but Licensee may not use Flexera's name, logos or trademarks to market Licensee's products.

15. **Support and Maintenance.** Flexera will have no support or maintenance obligations whatsoever to Customers.



16. **Usage Information.** Notwithstanding anything to the contrary in the Agreement, Flexera may collect and use information based on Licensee's use of AdminStudio Service Provider, and Licensee hereby consents to Flexera's collection and use of such information for the purpose of compliance reporting and anti-piracy. Such information may include (without limitation) usernames/user IDs, user email addresses, computer or device names, Wi-Fi SSIDs, however, Flexera will not collect any special categories of Personal Data (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Any information collected for the purpose of this Section 16 is stored and Processed in accordance with the Data Privacy provision(s) set out in the Agreement.
17. **Marketing and Trademarks.**
- a. **Marketing Materials.** All marketing materials, demonstration copies of AdminStudio Service Provider (if applicable), and other materials provided by Flexera hereunder will remain the property of Flexera, and upon termination or expiration, such materials will be returned to Flexera within thirty (30) days.
 - b. **Trademarks.** Licensee may use Flexera's trademarks in connection with AdminStudio Service Provider. All displays of Flexera's trademarks that Licensee intends to use will conform to reasonable guidelines provided from time to time by Flexera. Flexera will have the right to approve all usage by Licensee of its trademarks. Licensee will not use any of Flexera's trademarks in conjunction with another trademark.
18. **Software.** For the purpose of the Agreement, AdminStudio Service Provider is considered "Software".
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App Broker

1. **"User"** means any individual that may request, have deployed to, or otherwise receive any application, package, or other software, or other IT or corporate resource or service, prepared using App Broker. For the purpose of certification as set forth in the Agreement, the number of Users includes the highest number of Users that were in place at any point during the previous year.
 2. **Internal Purposes.** The license granted hereunder is for the purpose of managing applications located within Licensee's (including Affiliates) own systems. Management of applications of any third party shall require a separate license.
 3. **Software or SaaS.** For the purpose of the Agreement, App Broker may be considered either "SaaS" or "Software" and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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App Portal

1. **"User"** means any individual that may request, have deployed to, or otherwise receive any application, package, or other software, or other IT or corporate resource or service, prepared using App Portal. For the purpose of certification as set forth in the Agreement, the number of Users includes the highest number of Users that were in place at any point during the previous year.
 2. **Internal Purposes.** The license granted hereunder is for the purpose of managing applications located within Licensee's (including Affiliates) own systems. Management of applications of any third party shall require a separate license.
 3. **Software.** For the purpose of the Agreement, App Portal is considered "Software".
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Cloud Asset Insights

1. **"AWS Instance"** means an AWS EC2 instance that is monitored by the Software.
 2. **Internal Purposes.** The license granted hereunder is for the purpose of managing Licensee's (including Affiliates) own systems. Management of systems of any third party shall require a separate license.
 3. **Software.** For the purpose of the Agreement, Cloud Asset Insights is considered "Software".
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Cloud Management Platform

1. Definitions.

Authorized User means any individual Licensee authorized to access or use Cloud Management Platform.

Cloud Infrastructure Service means the compute capacity, data storage, data transmission, network and related infrastructure services made available by a cloud infrastructure service provider.

Public Cloud Infrastructure Service is a Cloud Infrastructure Service provided by Amazon Web Services, Microsoft Azure, and Google Compute Platform.

- 2. Cloud Infrastructure Services.** Licensee is responsible for selecting one or more Cloud Infrastructure Services. Licensee understands and agrees that the full benefits of Cloud Management Platform may not be available if Licensee does not elect to use a Cloud Infrastructure Service that is not listed in the Documentation. Flexera will provide reasonable technical support designed to enable interoperability between Cloud Management Platform and the features of Cloud Infrastructure Service specified in the Documentation.

- 3. Authorized Users.** Licensee may designate Authorized Users from time to time, which, for the avoidance of doubt, may be Licensee's customers and end-users (including, but not limited to, customers and end users that pay fees to Licensee for use of or access to the Services). Credentials provided to an Authorized User to access Cloud Management Platform may not be shared or used by more than one individual. Unless otherwise specified in an Order, Licensee may create accounts for third party Authorized Users provided that Licensee remains fully liable for any acts or omissions of such third party Authorized Users.

- 4. License Level and Verification.** The License Level is calculated based on the total amount of cost that Licensee processes via Cloud Management Platform. Licensee hereby authorizes Flexera to (i) access and review Licensee's Public Cloud Infrastructure Service invoices for the purpose of providing and making available Cloud Management Platform and (ii) prepare aggregated and anonymized data based on Licensee's use of Cloud Management Platform. In addition, for any other data not related to Public Cloud Infrastructure Services, Licensee shall provide the actual cost data to be processed by Cloud Management Platform in the format required by Flexera. If Licensee has elected a multi-year Subscription Term, for each year after the first year of the Subscription Term the License Level will be based on actual usage in the last three months of the immediately preceding annual period plus any material events known to Licensee that may affect usage in the following year. For any renewal term, the License Level will be based on actual usage in the last three months of the immediately preceding annual period and material events known to Licensee that may affect usage in the following year. Flexera will invoice Licensee for additional fees for an increased License Level, if any, at the end of each year of the Subscription Term or at the beginning of a renewal Subscription Term, as applicable, and Licensee will pay such fees in accordance with the payment terms set forth in the Agreement.

- 5. Unlicensed Products, Features, and Functionality.** When provided access to a licensed Product, Licensee may receive access to other products, features, and functionality for which it does not have a license. Licensee must not use such products, features, or functionality, provided that incidental access will not be considered a violation of these terms. Licensee hereby authorizes Flexera to verify that no such use is occurring; in the event that Licensee does use any such products, features, or functionality for which it does not have a valid license, Licensee will be required to purchase a license for such products, features, or functionality for a term to co-terminate with the existing Subscription Term at Flexera's then current GSA Schedule rates.

Columbus

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Commented [SW2R1]: Flexera Comment: Accepted



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Commented [SW4R3]: Flexera Comment: Accepted

Commented [SW5]: Flexera Comment: Accepted



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The License Level is calculated based on the total amount of cost that Licensee processes via Policies. Licensee hereby authorizes Flexera to (i) access and review Licensee's Public Cloud Infrastructure Service invoices for the purpose of providing and making available Policies and (ii) prepare aggregated and anonymized data based on Licensee's use of Policies. In addition, for any other data not related to Public Cloud Infrastructure Services, Licensee shall provide the actual cost data to be processed by Policies in the format required by Flexera. If Licensee has elected a multi-year Subscription Term, for each year after the first year of the Subscription Term the License Level will be based on actual usage in the last three months of the immediately preceding annual period plus any material events known to Licensee that may affect usage in the following year. For any renewal term, the License Level will be based on actual usage in the last three months of the immediately preceding annual period and material events known to Licensee that may affect usage in the following year. Flexera will invoice Licensee for additional fees for an increased License Level, if any, at the end of each year of the Subscription Term or at the beginning of a renewal Subscription Term, as applicable, and Licensee will pay such fees in accordance with the payment terms set forth in the Agreement.

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When provided access to a licensed Product, Licensee may receive access to other products, features, and functionality for which it does not have a license. Licensee must not use such products, features, or functionality, provided that incidental access will not be considered a violation of these terms. Licensee hereby authorizes Flexera to verify that no such use is occurring; in the event that Licensee does use any such products, features, or functionality for which it does not have a valid license, Licensee will be required to purchase a license for such products, features, or functionality for a term to co-terminate with the existing Subscription Term at Flexera's then current rates.

6. SaaS.

For the purpose of the Agreement, Policies is considered "SaaS".



Commented [SW6]: RISC Product no longer sold under these terms.

Flexera Product Specific Terms-RISC



Commented [SW7]: Flexera Comment: Provided in error as this pertains to Partners of Flexera.



SaaS Manager

1. **"Employee"** means any individual in Licensee's organization that may access a cloud application on behalf of Licensee or as a part of such individual's employment or other contractual relationship with Licensee. For the purpose of certification as set forth in the Agreement, the number of Employees includes the highest number of Employees that were in place at any point during the previous year.
 2. **"Third-Party Supported Platforms"** means a third-party software-as-a-service vendor that interoperates with SaaS Manager.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of managing applications solely for the benefit of Licensee (including Affiliates). Management of applications for the benefit of any third party shall require a separate license.
 4. **Data Use.** Licensee may not use SaaS Manager to capture, collect, process or transfer any information, in violation of any privacy, confidentiality or other restrictions, laws or regulations of any United States or foreign agency or authority applicable to such information. In addition, Licensee shall ensure that the use of any such information complies with all privacy, confidentiality or other restrictions, laws or regulations of any United States or foreign agency or authority applicable to such information.
 5. **Interoperability.** Licensee acknowledges that SaaS Manager's interoperability with the Third-Party Supported Platforms is highly dependent on the availability of such Third-Party Supported Platforms. If at any time any Third-Party Supported Platforms cease to make their features or programs available to Flexera on reasonable terms, Flexera may cease to provide access to such features or programs to Licensee without entitling Licensee to a refund, credit or other compensation. In no way is Flexera required to customize SaaS Manager for Licensee. Licensee will comply in all material respects with all applicable terms of the Third-Party Supported Platforms that Licensee accesses or subscribes to.
 6. **SaaS.** For the purpose of the Agreement, SaaS Manager is considered "SaaS".
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SBOM Insights

1. **"Application"** means means both:
 - a. a software application developed by or for Licensee regardless of whether it's distributed as on-premise software, delivered as a service (i.e., SaaS) or embedded on hardware
 - b. a software application deployed for use in an organization's information technology infrastructure or made available remotely by the application vendor

For the sake of clarity "APPLICATIONS" will be determined from a technical perspective not a marketing or bundling perspective. For example, if a customer provides a single platform that is comprised of multiple applications, we will look to count each application that is a component of the platform, not just the platform itself.

2. **"Active Version"** means a release of an APPLICATION that is not end of life.
3. **"Software Parts"** are the open source, commercial and other third party elements within an Application.
4. **"SBOM"** means a software bill of materials listing the Software Parts within an Application Version.
5. **"Active SBOM"** means an SBOM that is managed by SBOM Insights.
6. **"Active Application Version"** means an application version that is managed by Code Insight and/or SBOM Insights.
7. **Calculation.** The highest number of Active SBOMs recorded in the Software during each subscription year must be lower than the License Level.
8. **Internal Purposes.** The license granted hereunder is for the purpose of managing SBOMs only and Licensee shall not use SBOM Insights to manage the software bill of materials for applications of any third party.
9. **SaaS.** For the purpose of the Agreement, SBOM Insights is considered "SaaS".



Revenera SCA

1. **"Application"** means both:

- 1.1. a software application developed by or for Customer regardless of whether it's distributed as on-premise software, delivered as a service (i.e., SaaS) or embedded on hardware.
- 1.2. a software application deployed for use in an organization's information technology infrastructure or made available remotely by the application vendor.

For the sake of clarity "Applications" will be determined from a technical perspective not a marketing or bundling perspective. For example, if a customer provides a single platform that is comprised of multiple applications, we will look to count each application that is a component of the platform, not just the platform itself.

2. **"Active Version"** means a release of an Application that is not end of life.

3. **"Software Parts"** are the open source, commercial and other third party elements within an Application.

4. **"SBOM"** means a software bill of materials listing the Software Parts within an Application Version.

5. **"Active SBOM"** means an SBOM that is managed by SBOM Insights.

6. **"Active Application Version"** means an application version that is managed by Code Insight and/or SBOM Insights.

7. **"Users"** means any individual in who performs design, implementation, or testing work for any of Customer's Application(s) that are managed by Revenera SCA.

8. **Calculation.** The highest number of Active SBOMs recorded in the Software during each subscription year must be lower than the License Level.

9. **Internal Purposes.** The license granted hereunder is for the purpose of managing SBOMs and scanning and analyzing applications located within Customer's (including Affiliates) own system. Customer shall not use Revenera SCA to manage the software bill of materials or scan or analyze applications of any third party.

10. **SaaS.** For the purpose of the Agreement, SCA Revenera is considered "SaaS".



Service Life Data Pack

1. **"Device"** means any physical or virtual device for which any function is performed by Service Life Data Pack (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status or history of any software or hardware components or software licenses on or used by the device). A **"Server Device"** is any Device running a server-based operating system. A **"Client Device"** is any other Device.
 2. **Internal Purposes.** The license granted hereunder is for the purpose of managing Devices located within Licensee's (including Affiliates) own systems. Management of Devices of any third party shall require a separate license.
 3. **Software or SaaS.** For the purpose of the Agreement, Service Life Data Pack may be considered either "SaaS" or "Software" and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Spider

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|---|--|
| <p>1. “Managed Asset” or “Device” or “Managed Device” means any device or machine (whether physical or virtual) for which hardware and/or software inventory is processed by the software, and for which a function is performed by the software (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status or history of any software or hardware components or software licenses on or used by the device).</p> | <p>1. „Verwaltete Anlage“, „Gerät“ oder „Verwaltetes Gerät“ bezeichnet jede Anlage oder Vorrichtung (ob physisch oder virtuell), für die Hardware- oder Softwarebestand durch die Software verarbeitet wird, und für die eine Funktion durch die Software ausgeführt wird (einschließlich, aber nicht beschränkt auf Scannen, Liefern, Installieren, Updaten, Migrieren oder Reparieren von Computerprogrammen oder Datendateien; oder Scannen, Überwachen, Tracking oder Berichten über den Status oder Verlauf von Software- oder Hardwarekomponenten oder Software-Lizenzen, die auf oder von der Vorrichtung verwendet werden).</p> |
| <p>2. “Unmanaged Asset” or “Unmanaged Device” means any device/machine or component for which identification data is managed by the Software, but for which no additional functionality is performed.</p> | <p>2. „Nichtverwaltete Anlage“ oder „Nichtverwaltetes Gerät“ bezeichnet jede Anlage/Vorrichtung oder Komponente einer solchen, für welche die Software Identifikationsdaten verwaltet, für die aber keine zusätzlichen Funktionen ausgeführt werden.</p> |
| <p>3. “Contract” means any executed document (whether referred to as a contract, agreement, order or otherwise) managed by the software.</p> | <p>3. „Vertrag“ bezeichnet jedes ausgefertigte Dokument (unabhängig davon, ob es Vertrag, Vereinbarung, Auftrag oder in sonstiger Weise benannt ist), das durch die Software verwaltet wird.</p> |
| <p>4. Internal Purposes. Unless otherwise stated in an Order, quotation, invoice or order confirmation document, the license granted hereunder is for the purpose of managing Devices located within Licensee’s own systems, or the systems of its Affiliates. Management of Devices of any third party shall require a separate license.</p> | <p>4. Interne Zwecke. Soweit in dem Bestellauftrag, dem Angebot, der Rechnung oder der Auftragsbestätigung nicht anders angegeben, dient die im Rahmen dieses Vertrags gewährte Lizenz nur der Verwaltung der Geräte innerhalb der eigenen Systeme des Lizenznehmers und seiner verbundenen Unternehmen. Das Verwalten von Geräten Dritter bedarf einer separaten Lizenz.</p> |
| <p>5. Spider Products and Editions. These Spider Product Specific shall apply to any Products and editions in the Spider suite of Products, including, but not limited to: Spider Enterprise Suite; Spider Oracle Database; Spider Contract Suite; Spider SAM Suite; Spider ITM Suite; Spider ITM Suite Hosting Edition.</p> | <p>5. Spider Produkte und Editionen. Diese Spider produktspezifische Bedingungen finden auf alle Produkte und Ausgaben der Spider Produktreihe Anwendung, einschließlich, aber nicht beschränkt auf: Spider Enterprise Suite; Spider Oracle Database; Spider Contract Suite; Spider SAM Suite; Spider ITM Suite; Spider ITM Suite Hosting Edition.</p> |
| <p>6. Renewal. Spider subscription licenses and Support may be renewed for succeeding terms of one (1) year by executing a written order.</p> | <p>6. Automatische Verlängerung. Spider-Abonnementlizenzen und Support werden automatisch für aufeinanderfolgende Laufzeiten von einem (1) Jahr erneuert, es sei denn, eine der beiden Parteien kündigt der anderen Partei mindestens 60 Tage vor Ablauf einer Laufzeit ihre Absicht an, diese Lizenz oder diesen Support-Plan nicht zu erneuern.</p> |

Commented [SW8]: Flexera Comment: Accepted



6. **Software or SaaS.** For the purpose of the Agreement, Spider (and versions and editions thereof) may be considered either "SaaS" or "Software" and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.

6. **Software oder SaaS.** Für die Zwecke dieser Vereinbarung wird Spider (und jede Ausgabe und Version hiervon) entweder als „SaaS“ oder „Software“ angesehen und der Bestellauftrag spezifiziert durch die Bezeichnung SaaS oder Cloud für SaaS und On-Premise/Vor Ort für Software, welches von beidem einschlägig ist.



Software Vulnerability Manager

1. **"Device"** means any physical or virtual device for which any function is performed by Software Vulnerability Manager (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **Copies.** Notwithstanding anything to the contrary in the Agreement, Licensee may not make copies of Software Vulnerability Manager without prior written approval from Flexera.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of reporting of vulnerabilities related to applications located within Licensee's (including Affiliates) own systems. Reporting on applications of any third party is prohibited.
 4. **Disclaimer.** While Software Vulnerability Manager is intended to detect and disclose vulnerabilities in Licensee's systems, Flexera makes no representation or warranty that Software Vulnerability Manager will detect all vulnerabilities.
 5. **Software or SaaS.** For the purpose of the Agreement, Software Vulnerability Manager may be considered either "SaaS" or "Software" and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Software Vulnerability Manager (“SVM”) Service Provider

1. **“Device”** means any physical or virtual device for which any function is performed by SVM Service Provider (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
2. **“Customers”** means the customers of Licensee for which Licensee has purchased a service provider license to use SVM Service Provider to provide IT Services. Licensee may not be its own Customer. Licensee shall be solely responsible for the Customer relationship; Flexera will have no obligations whatsoever to Customers.
3. **“IT Services”** means those information technology services which Licensee provides to Customers utilizing the SVM Service Provider Product.
4. **Grant of License.** Notwithstanding the license grant set forth in the Agreement, but subject to acceptance of and all other terms and conditions of the Agreement and upon Licensee’s payment of the fees shown on the invoice, Flexera grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for the sole purpose of providing software vulnerability management services to Customers for such Customers’ Internal Purposes, (i) SVM Service Provider, in accordance with the Documentation, and (ii) Documentation.
5. **Disclaimer.** While SVM Service Provider is intended to detect and disclose vulnerabilities in a Customer’s systems, Flexera makes no representation or warranty that SVM Service Provider will detect all vulnerabilities.
6. **Installation.** Licensee may install and operate SVM Service Provider at a Customer location.
7. **License Models.**
 - a. **Multiple Customer.** If Licensee purchases licenses based on a multiple Customer model, Licensee is acquiring licenses to be used for any of Licensee’s Customers. Licenses not identified as “Multiple Customer” or “Factory” licenses on an Order may not be used for multiple Customers and will be governed by the Named Customer terms below.
 - b. **Named Customer.** If Licensee purchases licenses based on a named Customer model, Licensee may use SVM Service Provider for the named Customer identified in the applicable Order, provided that Licensee may not use SVM Service Provider for any Customer other than the Customer identified in the applicable Order.
8. **License Restrictions.**
 - a. **No Leave Behind.** SVM Service Provider may not be left behind at Customer’s site or on Customer’s systems once the software vulnerability management services are completed. If computers, servers or networks on which SVM Service Provider is installed are no longer owned or leased by Licensee, Licensee must remove SVM Service Provider from such computers, servers or networks.
 - b. **No Other Use.** Licensee may not use SVM Service Provider for any reason other than for software vulnerability management services for Customers. For the purpose of clarity, Licensee may not use SVM Service Provider licenses for its own purposes and Licensee may not use SVM Service Provider for the purpose of managing and analyzing vulnerabilities in its own organization.
9. **Licensee Obligations.**
 - a. **Representations.** Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning SVM Service Provider which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Flexera to Licensee hereunder. Licensee may not make any representation, warranty or guarantee by or on behalf of Flexera. Licensee shall represent Flexera and SVM Service Provider in a positive and professional manner at all times. Licensee is not to re- brand or otherwise represent SVM Service Provider as anything other than Software Vulnerability Manager by Flexera Software LLC without express written approval from Flexera. This includes, but is not limited to, reports, splash screens, documentation and all other intellectual property.
 - b. **Business Practices.** Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Flexera or SVM Service Provider and agrees to comply with all applicable federal, state and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement. Licensee further agrees to notify Flexera sixty (60) days in advance if

Licensee intends to sell, represent or promote any products competitive with SVM Service Provider.

- c. **Licensee Indemnity.** Licensee will defend, indemnify and hold harmless Flexera from and against any loss, cost, liability or damage, including attorneys' fees, for which Flexera becomes liable arising from or relating to: (a) any breach by Licensee of any term of this Agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Flexera or (c) any other act or omission of Licensee in connection with the marketing of SVM Service Provider under this Agreement.
- d. **IT Services Site.** Licensee shall identify, upon Flexera's request, the Customer and the site of the performance of the IT Services for such Customer for each applicable license.
- e. **Notice of Termination of IT Services for Named Customer.** In the event software vulnerability management services expire or are terminated for a particular Customer, Licensee may be required to notify Flexera of such expiration or termination within thirty (30) days of the effective date of such expiration or termination.
- f. **Flow-Through of Terms.** Licensee shall enter into an agreement with a Customer that is equally as protective of SVM Service Provider as this Agreement. Licensee shall notify Flexera of any uncured breach of any terms related to SVM Service Provider of which it becomes aware. Licensee will enforce the agreement it has with its Customer as it relates to SVM Service Provider in the same manner as Licensee enforces such agreement with respect to Licensee's own intellectual property, which shall be at least in a reasonable manner. In any event, Flexera and Licensee will reasonably cooperate on actions to be taken to enforce breaches of Flexera's intellectual property rights against a Customer.

10. Expiration and Termination.

- a. **Expiration of Licenses.** Upon completion or termination of the IT Services for a Customer, Licensee will cease using the applicable licenses for such Customer. If SVM Service Provider was installed and used at Customer's site, Licensee will uninstall SVM Service Provider from any equipment used for the provision of software vulnerability management services to such Customer and will provide Flexera with certification thereof. For the purpose of clarity, Licensee may not transfer licenses to Customers without Flexera's prior written consent, which may be withheld in Flexera's sole discretion.
- b. **Effect of Termination.** In no event will Licensee be entitled to receive a refund of any license fees paid prior to the applicable termination date, and Licensee shall be responsible for the fees applicable for the remainder of the license term as if such license had not been terminated or expired.

11. Support. Flexera will have no Support obligations whatsoever to Customers.

12. Marketing and Trademarks.

- a. **Marketing Materials.** All marketing materials, demonstration copies of SVM Service Provider (if applicable), and other materials provided by Flexera hereunder will remain the property of Flexera, and upon termination or expiration, such materials will be returned to Flexera within thirty (30) days.
- b. **Trademarks.** Licensee may use Flexera's trademarks in connection with SVM Service Provider. All displays of Flexera's trademarks that Licensee intends to use will conform to reasonable guidelines provided from time to time by Flexera. Flexera will have the right to approve all usage by Licensee of its trademarks. Licensee will not use any of Flexera's trademarks in conjunction with another trademark.

13. Software or SaaS. For the purpose of the Agreement, SVM Service Provider may be considered either "SaaS" or "Software" and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.



Software Vulnerability Research

1. **"Device"** means any physical or virtual device for which any function is performed by Software Vulnerability Research (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **Copies.** Notwithstanding anything to the contrary in the Agreement, Licensee may not make copies of Software Vulnerability Research without prior written approval from Flexera.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of reporting of vulnerabilities related to applications located within Licensee's (including Affiliates) own systems. Reporting on applications of any third party is prohibited.
 4. **Disclaimer.** While Software Vulnerability Research is intended to detect and disclose vulnerabilities in Licensee's systems, Flexera makes no representation or warranty that Software Vulnerability Research will detect all vulnerabilities.
 5. **SaaS.** For the purpose of the Agreement, Software Vulnerability Research is considered "SaaS".
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Software Vulnerability Research (“SVR”) Service Provider

1. **“Device”** means any physical or virtual device for which any function is performed by SVR Service Provider (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
2. **“Customers”** means the customers of Licensee for which Licensee has purchased a service provider license to use SVR Service Provider to provide IT Services. Licensee may not be its own Customer. Licensee shall be solely responsible for the Customer relationship; Flexera will have no obligations whatsoever to Customers.
3. **“IT Services”** means those information technology services which Licensee provides to Customers utilizing the SVR Service Provider Product.
4. **Grant of License.** Notwithstanding the license grant set forth in the Agreement, but subject to acceptance of and all other terms and conditions of the Agreement and upon Licensee’s payment of the fees shown on the invoice, Flexera grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for the sole purpose of providing software vulnerability research services to Customers for such Customers’ Internal Purposes, (i) SVR Service Provider, in accordance with the Documentation, and (ii) Documentation.
5. **Disclaimer.** While SVR Service Provider is intended to detect and disclose vulnerabilities in a Customer’s systems, Flexera makes no representation or warranty that SVR Service Provider will detect all vulnerabilities.
6. **License Model.**
 - a. **Named Customer.** Licensee may use SVR Service Provider for the named Customer identified in the applicable Order, provided that Licensee may not use SVR Service Provider for any Customer other than the Customer identified in the applicable Order.
7. **No Other Use.** Licensee may not use SVR Service Provider for any reason other than for software vulnerability research services for Customers. For the purpose of clarity, Licensee may not use SVR Service Provider licenses for its own purposes and Licensee may not use SVR Service Provider for the purpose of managing and analyzing vulnerabilities in its own organization.
8. **Licensee Obligations.**
 - a. **Representations.** Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning SVR Service Provider which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Flexera to Licensee hereunder. Licensee may not make any representation, warranty or guarantee by or on behalf of Flexera. Licensee shall represent Flexera and SVR Service Provider in a positive and professional manner at all times. Licensee is not to re- brand or otherwise represent SVR Service Provider as anything other than Software Vulnerability Research by Flexera Software LLC without express written approval from Flexera. This includes, but is not limited to, reports, splash screens, documentation and all other intellectual property.
 - b. **Business Practices.** Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Flexera or SVR Service Provider and agrees to comply with all applicable federal, state and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement. Licensee further agrees to notify Flexera sixty (60) days in advance if Licensee intends to sell, represent or promote any products competitive with SVR Service Provider.
 - c. **Licensee Indemnity.** Licensee will defend, indemnify and hold harmless Flexera from and against any loss, cost, liability or damage, including attorneys’ fees, for which Flexera becomes liable arising from or relating to: (a) any breach by Licensee of any term of this Agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Flexera or (c) any other act or omission of Licensee in connection with the marketing of SVR Service Provider under this Agreement.
 - d. **IT Services Site.** Licensee shall identify, upon Flexera’s request, the Customer and the site of the performance of the IT Services for such Customer for each applicable license.
 - e. **Notice of Termination of IT Services for Named Customer.** In the event IT Services expire or are terminated for a particular Customer, Licensee may be required to notify Flexera of such expiration or termination within thirty (30) days of the effective date of such expiration or termination.
 - f. **Flow-Through of Terms.** Licensee shall enter into an agreement with a Customer that is equally as protective of SVR Service Provider as this Agreement. Licensee shall notify Flexera of any uncured breach of any terms related to SVR Service Provider

of which it becomes aware. Licensee will enforce the agreement it has with its Customer as it relates to SVR Service Provider in the same manner as Licensee enforces such agreement with respect to Licensee's own intellectual property, which shall be at least in a reasonable manner. In any event, Flexera and Licensee will reasonably cooperate on actions to be taken to enforce breaches of Flexera's intellectual property rights against a Customer.

9. **Expiration and Termination.**

- a. **Expiration of Licenses.** Upon completion or termination of the software vulnerability research services for a Customer, Licensee will cease using the applicable licenses for such Customer. For the purpose of clarity, Licensee may not transfer licenses to Customers without Flexera's prior written consent, which may be withheld in Flexera's sole discretion.
- b. **Effect of Termination.** In no event will Licensee be entitled to receive a refund of any licensee fees paid prior to the applicable termination date, and Licensee shall be responsible for the fees applicable for the remainder of the license term as if such license had not been terminated or expired.

10. **Support.** Flexera will have no Support obligations whatsoever to Customers.

11. **Marketing and Trademarks.**

- a. **Marketing Materials.** All marketing materials, demonstration copies of SVR Service Provider (if applicable), and other materials provided by Flexera hereunder will remain the property of Flexera, and upon termination or expiration, such materials will be returned to Flexera within thirty (30) days.
- b. **Trademarks.** Licensee may use Flexera's trademarks in connection with SVR Service Provider. All displays of Flexera's trademarks that Licensee intends to use will conform to reasonable guidelines provided from time to time by Flexera. Flexera will have the right to approve all usage by Licensee of its trademarks. Licensee will not use any of Flexera's trademarks in conjunction with another trademark.

12. **SaaS.** For the purpose of the Agreement, SVR Service Provider is considered "SaaS".



Technopedia Catalog

1. **"Device"** means any device that is not a Server such as desktops, routers, switches, etc. for which any function is performed with Technopedia Catalog. For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **"End Point"** means any Server and/or Device, or the combination thereof. For the purpose of certification as set forth in the Agreement, the number of End Points includes the highest number of End Points that were in place at any point during the previous year.
 3. **"End Use"** means the final work product resulting from Licensee's combination of Technopedia Catalog with Licensee's asset management data as necessary to enhance such Licensee's data.
 4. **"Server"** means any computer server (physical or virtual) for which any function is performed with Technopedia Catalog. For the purpose of certification as set forth in the Agreement, the number of Servers includes the highest number of Servers that were in place at any point during the previous year.
 5. **License Restriction.** Licensee may only use Technopedia Catalog to produce the End Use. In addition, an Order may identify the license as a "Limited Use License", which will further restrict the license to the specific use case identified in the Order.
 6. **Internal Purposes.** The license granted hereunder is for the purpose of managing Devices located within Licensee's (including Affiliates) own systems. Management of Devices of any third party shall require a separate license.
 7. **Content.** For the purpose of the Agreement, Technopedia Catalog is considered "Content".
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Technopedia Private Catalog

1. **"Device"** means any device that is not a Server such as desktops, routers, switches, etc. for which any function is performed with Technopedia Private Catalog. For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **"End Point"** means any Server and/or Device, or the combination thereof. For the purpose of certification as set forth in the Agreement, the number of End Points includes the highest number of End Points that were in place at any point during the previous year.
 3. **"End Use"** means the final work product resulting from Licensee's combination of Technopedia Private Catalog with Licensee's asset management data as necessary to enhance such Licensee's data.
 4. **"Server"** means any computer server (physical or virtual) for which any function is performed with Technopedia Private Catalog. For the purpose of certification as set forth in the Agreement, the number of Servers includes the highest number of Servers that were in place at any point during the previous year.
 5. **License Restriction.** Licensee may only use Technopedia Private Catalog to produce the End Use. In addition, an Order may identify the license as a "Limited Use License", which will further restrict the license to the specific use case identified in the Order.
 6. **Internal Purposes.** The license granted hereunder is for the purpose of managing Devices located within Licensee's (including Affiliates) own systems. Management of Devices of any third party shall require a separate license.
 7. **Content.** For the purpose of the Agreement, Technopedia Private Catalog is considered "Content".
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Threat Intelligence Module

1. **"Device"** means any physical or virtual device for which any function is performed by Threat Intelligence Module (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **Copies.** Notwithstanding anything to the contrary in the Agreement, Licensee may not make copies of Threat Intelligence Module without prior written approval from Flexera.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of exposing threat related data associated with vulnerabilities identified in the Software Vulnerability Manager and Software Vulnerability Research products and related to applications located within Licensee's (including Affiliates) own systems. Reporting on applications of any third party is prohibited.
 4. **Disclaimer.** While Threat Intelligence Module is intended to expose threat related data associated with vulnerabilities identified in the Software Vulnerability Manager and Software Vulnerability Research products, Flexera makes no representation or warranty that Threat Intelligence Module will provide details for all vulnerabilities.
 5. **Software or SaaS.** For the purpose of the Agreement, Threat Intelligence Module may be considered either "SaaS" or "Software" and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Usage Intelligence

1. Definitions.

- 1.1. **"Licensee UI Products"** means the products developed by or for Licensee that will be directly or indirectly enabled, protected or managed by Usage Intelligence, including, but not limited to any Licensee product that is enabled by the use of a base product that is enabled by Usage Intelligence (e.g., plugins, APIs, web services, etc.). Licensee UI Products shall not include any Licensee product that, even if sold alongside or bundled with a different Licensee UI Product, can be installed and used in its entirety by an end user without the use and/or installation of a Licensee UI Product.
- 1.2. **"UI End User"** means a licensee of a Licensee UI Product.
- 1.3. **"UI Revenue"** means the sum of all revenue from all sources directly related to the Licensee UI Products recognized in accordance with GAAP during each of Licensee's fiscal years, including, but not limited to all license, subscription and recurring maintenance and support revenue. UI Revenues shall not include (a) revenue from consulting services related to the implementation, installation, customization or configuration of Licensee UI Products.

2. **Fiscal Year.** The last month of Licensee's fiscal year will be established as December. Licensee may request a change by providing a written request to Flexera regarding such change.

3. **Term of Use.** Usage Intelligence will be provided in accordance with the terms and conditions attached hereto (the "TOU"). In the event of any conflict between the terms and conditions set forth in the TOU and the Agreement, the Agreement will control.

4. **Support.** Flexera will provide Support in accordance with the attached terms ("Support"). Subscription license fees include Support for the duration of the subscription term.

5. **Redistributables.** Licensee may copy any files specifically identified in the Documentation as "redistributables" and redistribute such files with Licensee UI Products to UI End Users, provided that: (a) such Licensee UI Products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; (c) Licensee grants the UI End Users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of the Licensee UI Products; (d) Licensee shall not render the redistributables subject to any open source license or any understanding of any sort which transmits the redistributables to the public domain; (e) Licensee shall not use the redistributables in connection with the dissemination of any malware, spyware, spam, or any other malicious software or for any illegitimate use of software which may maliciously harm, impede or cause damage to any third-party's software, hardware or systems, or which may be used for illegitimate purposes or may breach the privacy and/or integrity of any persons or systems; and (f) Licensee informs the UI End Users of the connection, collection and dissemination of information between such UI End Users, Licensee and/or Flexera, as applicable. Licensee will reproduce with the redistributables all applicable trademark and copyright notices that accompany Usage Intelligence and/or redistributables, but Licensee may not use Flexera's name, logos or trademarks to market Licensee's products. The termination of any Usage Intelligence license will not require the removal or deletion of the redistributables from Licensee UI Products that were distributed prior to the effective date of termination.

6. **Limitations.** Licensee may only use Usage Intelligence with Licensee UI Products that generate revenue. Licensee shall not (and shall not allow any third party to):

- 6.1. use Usage Intelligence to capture, collect or transfer any information, including, but not limited to, information related to its UI End Users, in violation of any privacy, confidentiality or other restrictions, laws or regulations of any United States or foreign agency or authority applicable to such information. In addition, Licensee shall ensure that the use of any such information complies with all privacy, confidentiality or other restrictions, laws or regulations of any United States or foreign agency or authority applicable to such information; or
- 6.2. use Usage Intelligence with a Licensee product where the primary functionality of such Licensee product when taken as a whole is substantially similar to the functionality of Usage Intelligence.

7. **Modules.** These Usage Intelligence terms and conditions shall apply to any modules licensed in conjunction with Usage Intelligence.

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8. **Software or SaaS.** For the purpose of the Agreement, Usage Intelligence is considered "SaaS".



Vendor Patch Module

1. **"Device"** means any physical or virtual device for which any function is performed by Vendor Patch Module (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.
 2. **Copies.** Notwithstanding anything to the contrary in the Agreement, Licensee may not make copies of Vendor Patch Module without prior written approval from Flexera.
 3. **Internal Purposes.** The license granted hereunder is for the purpose of exposing threat related data associated with vulnerabilities identified in the Software Vulnerability Manager and Software Vulnerability Research products and related to applications located within Licensee's (including Affiliates) own systems. Reporting on applications of any third party is prohibited.
 4. **Disclaimer.** While Vendor Patch Module is intended to provide patches for a wide range of third party software products, Flexera makes no representation or warranty that Vendor Patch Module will provide patches for all products. In addition, Flexera does not provide any support with respect to actual patches delivered, as such patches are supported by the software producer creating those patches.
 5. **Software or SaaS.** For the purpose of the Agreement, Vendor Patch Module may be considered either "SaaS" or "Software" and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Workflow Manager

1. **"Device"** means any physical or virtual device for which any function is performed by the Workflow Manager (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status or history of any software or hardware components or software licenses on or used by the device). A **"Server Device"** is any Device running a server-based operating system. A **"Client Device"** is any other Device.
 2. **Internal Purposes.** The license granted hereunder is for the purpose of managing Devices located within Licensee's (including Affiliates) own systems. Management of Devices of any third party shall require a separate license.
 3. **Software or SaaS.** For the purpose of the Agreement, Workflow Manager may be considered either "SaaS" or "Software" and the Order will specify which will apply either through the words SaaS or Cloud for SaaS and On-Premise for Software.
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Snow Software License Metrics

Snow Platform for Technology Intelligence	
Product or Solution	License Metric
Spend Optimizer – SAM on Snow Atlas	<p>Per Device.</p> <p>“Device” means any device reporting to Snow Spend Optimizer - SAM which utilizes an operating system designed for datacenter or end user activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.</p> <p>Device count is calculated as the sum of A) Devices as defined above and B) the high-water mark count of concurrent containers with recognized applications per month ("Recognized Containers"). 10 Recognized Containers will count as 1 Device for purposes of this computation.</p>
Spend Optimizer – SaaS on Snow Atlas	<p>Per Device.</p> <p>“Device” means any device reporting to Snow Spend Optimizer - SAM which utilizes an operating system designed for datacenter or end user activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.</p>
Spend Optimizer – SAM	Per Device.
Snow SaaS Management Spend Optimizer – SaaS	<p>Per Qualified User</p> <p>“Qualified User” means a person (e.g., employee, consultant, contingent staff) who:</p> <ol style="list-style-type: none"> (1) is a user of a SaaS Software or Service that is measured by Customer, and (2) Is a user that has been classified as a user that requires monitoring.

Productivity Optimizer Risk Monitor ITSM Enhancer Data Intelligence Service	Per Device.
Snow Optimizer for SAP® Software	Per Named SAP® User. <p>"Named SAP® User" means a non-expired user account (including any test and technical users) being managed by Snow Optimizer for SAP® Software, consolidated by the user account ID.</p> <p>There are 2 editions of Snow Optimizer for SAP® Software available – "Standard" and "Premium". "Standard" is limited to one "SAP® Master" system. "Premium" allows multiple "SAP® Master" systems.</p> <p>"SAP® Master" means each Snow Optimizer for SAP® Software system implemented on a central SAP® system that reads and maintains data of all connected subsystems.</p> <p>Each "SAP® Master" has its own individual license key and the sum of the "Named SAP® Users" licensed by the individual license keys must be lower or equal to the number of licensed users purchased.</p>
License Intelligence Snow Optimizer for SAP® Software - AddOn	Per Named SAP® User <p>"Named SAP® User" means a non-expired user account (including any test and technical users) being managed by Snow Optimizer for SAP® Software, consolidated by the user account ID.</p>
Snow Commander – Virtual Machine (VM)	Per Virtual Machine. <p>"Virtual Machine" means any virtual machine operating in a public or private cloud (including on-premises Virtual Machines) that is managed by Snow Commander. Examples of a Virtual Machine include a VMware vSphere Virtual Machine, Amazon Elastic Compute Cloud (Amazon EC2) instance, Microsoft Azure "Virtual Machine" and Google Cloud Platform "Compute Engine".</p>

Snow Cloud Cost	<p>Per Annual Cloud Spend.</p> <p>The "Annual Cloud Spend" shall be calculated based on the Net Amortized Cost (as defined below) excluding any taxes. "Net Amortized Costs" represent Customer's account usage costs, treating any up-front fees as distributed evenly across the reservation period, and after deducting any AWS EDP (Enterprise Discount Program), SPP (Solution Provider Program) and private pricing discounts. For clarification (a) purchases by Customer's account through the AWS Market Place will not be considered part of the Annual Cloud Spend; (b) payments made by 'cloud provider credit' will be considered cloud spend (and not discount) and as such, part of the Annual Cloud Spend.</p>
Snow for Engineering	Per User
SPE (Multi-Tenant) Technology Intelligence Products	
Product	License Metric
<p>Platform: Technology Intelligence</p> <p>Platform: Data Intelligence Service</p>	<p>A platform fee is assessed for every 100,000 Devices.</p> <p>"Device" means any device reporting to Snow Spend Optimizer - SAM which utilizes an operating system designed for datacenter or end user activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.</p>
Snow Spend Optimizer – SAM: Service Provider Edition	<p>Per Device</p> <p>"Device" means any device reporting to Snow Spend Optimizer - SAM which utilizes an operating system designed for datacenter or end user activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.</p>

Snow Spend Optimizer – SaaS: Service Provider Edition	Per Qualified User "Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a SaaS Software or Service that is measured by Customer, and (2) Is a user that has been classified as a user that requires monitoring.
ITSM Enhancer: Service Provider Edition	Per Device

Legacy Snow Products	
Product	License Metric
Adoption Tracker – EUC Spend Optimizer – EUC Adoption Tracker – SaaS	Per End User Device. "End User Device" means any device reporting to Snow's technology which utilizes an operating system designed for an end user. End User Device operating systems include all operating systems not specified as a Datacenter Device operating system. Examples of End User Devices include desktops, virtual desktops, laptops, and mobile devices.
Spend Optimizer – Datacenter on Snow Atlas	Per Datacenter Device. "Datacenter Device" means any device reporting to Snow's technology which utilizes an operating system designed for datacenter activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances. Device count is calculated as the sum of A) Devices as defined above and B) the high-water mark count of concurrent containers with recognized applications per month ("Recognized Containers"). 10 Recognized Containers will count as 1 Device for purposes of this computation.

Adoption Tracker – Datacenter Spend Optimizer – Datacenter	Per Datacenter Device. "Datacenter Device" means any device reporting to Snow's technology which utilizes an operating system designed for datacenter activities. Examples of Datacenter Device operating systems include any operating system name that contains: "server", "linux as", "linux es", "linux advanced platform", "aix", "sun", "hp", "esx", "vsphere", "solaris", "oracle enterprise linux", "oracle linux", "suse linux", "linux suse", "sles", "centos", "debian" or "amazon linux". Examples of Datacenter Devices include servers, virtual servers, and cloud instances.
Snow Base Technology Package <ul style="list-style-type: none"> • Snow License Manager • Snow Inventory • Snow Integration Connector • Virtual Management Option Software Recognition Service Snow for ITSM Snow Automation Platform	Per End User Device and Datacenter Device.
Oracle® Management Option	Per Oracle Database Instance. "Oracle Database Instance" means a set of memory structures that manage database files. The Oracle Database Instance manages its associated data and serves the users of the Oracle database. An Oracle Database Instance is associated with one Oracle database. One Oracle database can have multiple Oracle Database Instances. Duplicate database instances are considered separate database instances. Database instances hosted on backup server are also considered separate database instances.
Snow Device Manager	Per End User Device and Datacenter Device.
Snow License Manager for Mobile Devices	Per Mobile Device. "Mobile Device" means a device running iOS, Android or Windows Mobile/Phone with a built in or externally connected screen size of less than 10 inches.
Snow for SaaS Snow for SaaS Advanced Optimization	Per Qualified User "Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a SaaS Software or Service that is measured by Customer, and (2) Is a user that has been classified as a user that requires monitoring.

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Legacy SPE (Multi-Tenant) Products	
Product	License Metric
Snow Adoption Tracker – End User Computing: Service Provider Edition Snow Adoption Tracker – Datacenter: Service Provider Edition Snow Spend Optimizer – End User Computing: Service Provider Edition Snow Spend Optimizer – Datacenter: Service Provider Edition	Per End User Device and Datacenter Device.
Platform: Snow License Manager Platform: Software Recognition Service Platform: Snow Device Manager	A platform fee is assessed for every 100,000 End User Devices and Datacenter Devices.
Client: Snow Base Technology Packages <ul style="list-style-type: none"> • Snow License Manager (SLM) • Snow Inventory (SI) • Snow Integration Connector (SIC) • Virtual Management Option (VMO) Client: Oracle Management Option Client: Snow Device Manager	Per End User Device and Datacenter Device.



Snow Software Usage Parameters

These Usage Parameters outline the functionality a Customer is entitled to use for a specific Product. A Customer may be able to access functionality within certain Products that it is not entitled to use. A Customer is only entitled to use the Product functionality it has purchased as outlined in these Usage Parameters. Additional fees may be incurred by the Customer in the event that the Customer uses functionality that it has not purchased.

Product	Included Functionality
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Product	Included Functionality
Spend Optimizer – SAM on Snow Atlas	<ul style="list-style-type: none"> ▪ Discover all end user computing and hardware devices used in the organization from (virtual) desktops, laptops to mobile devices. Discover all devices used in the datacenter, both virtual and physical. ▪ Consolidate multiple data sources into one normalized common truth providing a single pane of glass into software and hardware use across the organization. ▪ Identify software use on end user computing devices and detailed reporting on hardware specification. Identify software use in datacenter, including virtualization technologies and Oracle products and detailed reporting on hardware configuration and specifications. <p>Intelligence:</p> <ul style="list-style-type: none"> ▪ Visibility into what software applications have been recently installed, what applications are in use, top applications used, and which are unused. ▪ Monitors adoption of new and current software regardless of how software is procured or deployed. ▪ Basic insights into software usage to support software/technology transition planning. ▪ Provide a holistic view of software and hardware spend across the business. ▪ Identify top software and hardware vendors from a spend point of view. ▪ Reconcile different data sets to get the single view into software and hardware spend. ▪ Identify the drivers of software and hardware spend to enable cost allocation. ▪ Detailed software usage reporting to enable optimization. Right-size software spend based on business needs. ▪ Reduce software spend through software portfolio rationalization. ▪ Identify unused or underutilized accounts across the organization. ▪ Forecast future spend based on trends/historical use. ▪ Identify and manage risks related to software deployments through denylisting and end of life insights. ▪ Optimize software spend by utilizing product use rights efficiently. ▪ Expert level assessments for key products such as Windows Server to identify the most cost-effective way to license in virtualized environments. ▪ Compliance position reporting to avoid unbudgeted costs and minimize disruption caused by vendor audits. ▪ Identify installations of all licensable and free versions of Java (Oracle Java or otherwise) on devices. <p>Oracle Specific:</p> <ul style="list-style-type: none"> ▪ Identify unused or under-utilized Oracle licenses and associated costs. ▪ Produce Oracle License Positions to avoid unbudgeted costs and minimize time to manage reconciliation. ▪ Provide a holistic view of Oracle spend across the business. ▪ Identify the top Oracle Products from a spend point of view. ▪ Reconcile different data sets to get the single view into Oracle spend. ▪ Identify the drivers of Oracle spend to enable cost allocation; and ▪ Optimize the estate based on computer standards and minimum hardware requirements to understand upgrade/transformation costs. <p>Container Visibility:</p> <ul style="list-style-type: none"> ▪ Scans the container environment to identify if there are commercial products that need a license. ▪ Provides details on what kind of license is required to be compliant.

Product	Included Functionality
Spend Optimizer - SAM	<ul style="list-style-type: none"> ▪ Discover all end user computing and hardware devices used in the organization from (virtual) desktops, laptops to mobile devices. Discover all devices used in the datacenter, both virtual and physical. ▪ Consolidate multiple data sources into one normalized common truth providing a single pane of glass into software and hardware use across the organization. ▪ Identify software use on end user computing devices and detailed reporting on hardware specification. Identify software use in datacenter, including virtualization technologies and Oracle products and detailed reporting on hardware configuration and specifications. <p>Intelligence:</p> <ul style="list-style-type: none"> ▪ Visibility into what software applications have been recently installed, what applications are in use, top applications used, and which are unused. ▪ Monitors adoption of new and current software regardless of how software is procured or deployed. ▪ Basic insights into software usage to support software/technology transition planning. ▪ Provide a holistic view of software and hardware spend across the business. ▪ Identify top software and hardware vendors from a spend point of view. ▪ Reconcile different data sets to get the single view into software and hardware spend. ▪ Identify the drivers of software and hardware spend to enable cost allocation. ▪ Detailed software usage reporting to enable optimization. Right-size software spend based on business needs. ▪ Reduce software spend through software portfolio rationalization. ▪ Identify unused or underutilized accounts across the organization. ▪ Forecast future spend based on trends/historical use. ▪ Identify and manage risks related to software deployments through denylisting and end of life insights. ▪ Optimize software spend by utilizing product use rights efficiently. ▪ Expert level assessments for key products such as Windows Server to identify the most cost-effective way to license in virtualized environments. ▪ Compliance position reporting to avoid unbudgeted costs and minimize disruption caused by vendor audits. ▪ Identify installations of all licensable and free versions of Java (Oracle Java or otherwise) on devices. <p>Oracle Specific:</p> <ul style="list-style-type: none"> ▪ Identify unused or under-utilized Oracle licenses and associated costs. ▪ Produce Oracle License Positions to avoid unbudgeted costs and minimize time to manage reconciliation. ▪ Provide a holistic view of Oracle spend across the business. ▪ Identify the top Oracle Products from a spend point of view. ▪ Reconcile different data sets to get the single view into Oracle spend. ▪ Identify the drivers of Oracle spend to enable cost allocation; and ▪ Optimize the estate based on computer standards and minimum hardware requirements to understand upgrade/transformation costs.

Product	Included Functionality
Snow SaaS Management	<ul style="list-style-type: none"> ▪ Detect SaaS usage through browser extensions, SSO integration or direct SaaS vendor portal connection. ▪ Import SaaS subscriptions, costs and contracts and compare subscriptions purchased to allocations and usage. ▪ Monitors adoption of SaaS regardless of how it is procured or deployed. ▪ Provides insights into SaaS use to support technology transition planning. ▪ Detailed SaaS usage reporting to enable optimization. Right-size Customer's SaaS spend based on business needs. ▪ Reduce spend through SaaS portfolio rationalization. ▪ Identify unused or under-utilized accounts across key SaaS providers. ▪ Right-size contracts by buying and renewing only the subscriptions needed. ▪ Includes Data Intelligence Service functionality for consolidating, normalizing and augmenting SaaS application data.
Snow SaaS Management – Automation Edition	<p>Includes the functionality of:</p> <ul style="list-style-type: none"> ▪ Snow SaaS Management and ▪ Productivity Optimizer functionality used in conjunction with Snow SaaS Management.
Adoption Tracker - End User Computing	<ul style="list-style-type: none"> ▪ Discover all end user computing and hardware devices used in the organization from (virtual) desktops, laptops to mobile devices. ▪ Consolidate multiple data sources into one normalized common truth providing a single pane of glass into software and hardware use across the organization. ▪ Identify software use on end user computing devices and detailed reporting on hardware specification. <p>Intelligence:</p> <ul style="list-style-type: none"> ▪ Visibility into what software applications have been recently installed, what applications are in use, top applications used, and which are unused. ▪ Monitors adoption of new and current software regardless of how software is procured or deployed. ▪ Basic insights into software usage to support software/technology transition planning.
Adoption Tracker - SaaS	<ul style="list-style-type: none"> ▪ Discovery: Detect SaaS usage on desktops and laptops through browser extensions or direct SaaS vendor portal connection. ▪ Software Inventory: Detects SaaS usage on discovered devices. ▪ Hardware Inventory: Retrieves information from hardware relevant to SaaS use reporting. ▪ Software Usage Tracking: <ul style="list-style-type: none"> ▪ Monitors adoption of SaaS regardless of how it is procured or deployed. ▪ Provides insights into SaaS use to support technology transition planning; and ▪ Basic SaaS usage reporting through browser extensions or direct SaaS vendor portal connection.
Adoption Tracker – Datacenter	<ul style="list-style-type: none"> ▪ Discover all devices used in the datacenter, both virtual and physical. ▪ Consolidate multiple data sources into one normalized common truth providing a single pane of glass into software & hardware use across the organization. ▪ Identify software use in datacenter, including virtualization technologies and Oracle products and detailed reporting on hardware configuration and specifications.

Product	Included Functionality
Spend Optimizer – End User Computing	<ul style="list-style-type: none"> Detailed software usage reporting to enable optimization. Right-size software spend based on business needs. Reduce software spend through software portfolio rationalization. Identify unused or underutilized accounts across the organization. Forecast future spend based on trends/historical use. Identify and manage risks related to software deployments through denylisting and end of life insights. <p>Insights:</p> <ul style="list-style-type: none"> Provide a holistic view of software and hardware spend across the business. Identify top software and hardware vendors from a spend point of view. Reconcile different data sets to get the single view into software and hardware spend. Identify the drivers of software and hardware spend to enable cost allocation. Identify installations of all licensable and free versions of Java (Oracle Java or otherwise) on datacenter and end user computing devices.
Spend Optimizer – SaaS	<ul style="list-style-type: none"> Detailed SaaS usage reporting to enable optimization. Right-size Customer SaaS spend based on business needs. Reduce spend through SaaS portfolio rationalization. Identify unused or under-utilized accounts across key SaaS providers. Enable integrated views of on-premises and cloud usage for visibility and control. Right-size contracts by buying and renewing only the subscriptions needed. <p>For Microsoft 365:</p> <ul style="list-style-type: none"> Detailed usage insight to select best subscription type (E3, E1, etc.); and Identify users who may be double licensed. <p>For Adobe Creative Cloud:</p> <ul style="list-style-type: none"> Identify unused accounts. Reduce costs by selecting; All Apps or Single App licenses; and Identify unmanaged users.
Spend Optimizer – Datacenter	<ul style="list-style-type: none"> Right-size Customer software spend based on business needs. Reduce spend through software portfolio rationalization. Optimize software spend by utilizing product use rights efficiently. Identify unused or under-utilized Oracle licenses and associated costs. Expert level assessments for key products such as Windows Server to identify the most cost-effective way to license in virtualized environments. Compliance position reporting to avoid unbudgeted costs and minimize disruption caused by vendor audits. <p>Oracle Specific:</p> <ul style="list-style-type: none"> Produce Oracle License Positions to avoid unbudgeted costs and minimize time to manage reconciliation. Provide a holistic view of Oracle spend across the business. Identify the top Oracle Products from a spend point of view. Reconcile different data sets to get the single view into Oracle spend. Identify the drivers of Oracle spend to enable cost allocation; and Optimize the estate based on computer standards and minimum hardware requirements to understand upgrade/transformation costs.

Product	Included Functionality
Spend Optimizer – Datacenter on Snow Atlas	<ul style="list-style-type: none"> Right-size Customer software spend based on business needs. Reduce spend through software portfolio rationalization. Optimize software spend by utilizing product use rights efficiently. Identify unused or under-utilized Oracle licenses and associated costs. Expert level assessments for key products such as Windows Server to identify the most cost-effective way to license in virtualized environments. Compliance position reporting to avoid unbudgeted costs and minimize disruption caused by vendor audits. <p>Oracle Specific:</p> <ul style="list-style-type: none"> Produce Oracle License Positions to avoid unbudgeted costs and minimize time to manage reconciliation. Provide a holistic view of Oracle spend across the business. Identify the top Oracle Products from a spend point of view. Reconcile different data sets to get the single view into Oracle spend. Identify the drivers of Oracle spend to enable cost allocation; and Optimize the estate based on computer standards and minimum hardware requirements to understand upgrade/transformation costs. <p>Container Visibility:</p> <ul style="list-style-type: none"> Scans the container environment to identify if there are commercial products that need a license. Provides details on what kind of license is required to be compliant.
Productivity Optimizer (For EUC, SaaS, and Datacenter)	<ul style="list-style-type: none"> Proactive cost avoidance by automatically removing and reassigning unused software. Automated, approval-driven, self-service request process. Customized workflows that are customer-maintained and supported.
Risk Monitor	<ul style="list-style-type: none"> Provide a holistic view of software vulnerabilities across the business. Automate vulnerability identification. Prioritize which vulnerabilities to address first with severity level from the NIST National Vulnerability Database (NVD), including known exploited vulnerabilities. Provide a map of applications that may be processing PII across the business. Speed up remediation with robust contextual data around risks. Explore the full risk landscape with the interactive analytics dashboard. Near-time insights into the vulnerability landscape with daily app updates. Actively manage software lifecycles with EOL & vulnerability data in one place.
ITSM Enhancer	<p>Improve Data Quality:</p> <ul style="list-style-type: none"> Connector maps data accurately to the CMDB. Automatically maintains the CMDB with enriched data. Near-time updates ensure an up-to-date CMDB. Integrates with top ITSM vendors to improve CMDB quality (ServiceNow, BMC, TopDesk) Robust contextual data around configuration items (CI) helps speed up ITSM activities.

Product	Included Functionality
Snow Optimizer for SAP® Software	<ul style="list-style-type: none"> Provide a holistic view of software spend across the business. Identify Customer financial exposure. Reduce risk of significant unbudgeted costs. Get Customer software budgeting process under control. Identify the drivers of software spend and gain control. Identify Inactive and duplicate users. Fine tune Customer license allocation to make significant savings based on real usage. Highlight Indirect Access Risk/ Estimate Digital Access Costs. Identify Customer financial exposure (risk/audit). Leave unnecessary costs behind during S/4HANA migrations. Save time by automating and streamlining internal lengthy or manual processes.
License Intelligence Snow Optimizer for SAP® Software – Add On	<p>License Intelligence templates are templates of rules, rule sets, and usage profiles for optimizing ECC, S/4HANA, and S/4HANA Cloud systems. For ECC systems, there are templates for the Application and the Business Suite price list. Customer can adapt License Intelligence rule sets to its specific contractual situation. License Intelligence templates include:</p> <ul style="list-style-type: none"> 70 Rules 6 Rule sets 39 Single usage profiles 21 Composite usage profiles
Snow Commander	<ul style="list-style-type: none"> Provide a holistic view of all public cloud and on-premises environments. Identify overprovisioning and waste. Orchestrate the delivery and management of workloads to end users. Optimize cloud costs and keep them predictable. Govern cloud consumption and enforce best practices.
Data Intelligence Service	<p>Data Normalization: Consolidates, normalizes, and augments data Customer has inventoried from multiple data sources and outputs this data for further analysis.</p>
Snow Cloud Cost	<ul style="list-style-type: none"> Platform access and data processing of cloud service provider billing data. Full visibility into public cloud costs. Custom dashboards and scheduled reports. Accurate forecasting and budgeting. Real-time cost spike detection. Allocation of cloud costs by users, services, applications, projects, etc. Actionable cloud cost savings recommendations. Granular view of Kubernetes services.
Snow for Engineering	<ul style="list-style-type: none"> Meter and report how engineering applications are being used Suspend unused applications and release the associated licenses to ensure applications are ready for users when it's time to deploy.

Product	Included Functionality
Snow Base Technology Package <ul style="list-style-type: none"> Snow License Manager Snow Inventory Snow Integration Connector Virtual Management Option 	<ul style="list-style-type: none"> Snow License Manager is a Software Asset Management (SAM) tool. Software Asset Management enables Customer to manage and control its organization's software assets and optimize their use. Snow Inventory is a collective name for several different components, all of which serve the same purpose: capturing and transferring inventory data. This data is normalized and later processed and refined for use in Snow License Manager. <ul style="list-style-type: none"> The products that are included in the Snow Inventory category are: <ul style="list-style-type: none"> Snow Inventory Server, including Admin Console Snow Inventory Agent for Linux, macOS, Unix, and Windows The Snow Integration Connectors integrate with software used across an organization to collect inventory data or discovery data. The data is then gathered in Snow Integration Manager and sent to Snow Inventory Server for processing, before being presented in Snow License Manager. The Snow Virtualization Management Option extends the capability of Snow License Manager to optimize virtual IT assets across the desktop, server and datacenter estates and is able to discover non-inventoried virtual servers. Snow License Manager automatically collates and builds the relationships between virtualized applications as well as the configuration of the physical hosts, making it straightforward to calculate licensing for schemes such as IBM PVU or capacity licensing.
Oracle® Management Option	Identify installations of all licensable and free versions of Java (Oracle Java or otherwise) on Datacenter and End User Devices.
Snow License Manager for Mobile Devices	<p>Snow License Manager for Mobile Devices shows information on usage and cost for Mobile Devices in Snow License Manager. This capability shows:</p> <ul style="list-style-type: none"> The number of applications installed on the Mobile Device. The user of the Mobile Device. Total cost of the Mobile Device. Date for last update of Mobile Device data.
Snow Device Manager	<p>Snow Device Manager is an Enterprise Mobility Management (EMM) solution that manages smartphones and tablets across the entire organization.</p> <p>Snow Device Manager enables app management and over-the-air configuration of Mobile Devices and facilitates the work of service desks. Bring Your Own Device (BYOD) and Bring Your Own Application (BYOA) scenarios are supported by separating private data from corporate.</p>

a. |

Commented [SW12]: Flexera Comment: The Snow product which included Anodot is no longer offered and this was included erroneously.

Schedule 2 - Service Levels

1. **Uptime.**

- 1.1. **"Uptime"** means the amount of time in any given calendar month that (i) Customer can access the applicable SaaS product and (ii) the applicable SaaS product has no Severity 1 issues (as defined in the Support terms) outstanding, calculated as a percentage of the total amount of time in such month, excluding Excused Outages.
- 1.2. **"Monthly Fee"** means the amount of the recurring license fee paid by Customer that is allocable to one (1) month (but excluding implementation, configuration, professional, or other services or nonrecurring fees).
- 1.3. Flexera will maintain systems and controls designed to maximize Uptime, minimize unscheduled outages, and enable prompt notification in the event of any unscheduled outage. Flexera will credit to Customer the percentage specified below of the total Monthly Fee for any calendar month in which Uptime for the month falls within the range specified. To receive a credit, Customer must request such credit in writing within thirty (30) days of the end of the month for which it seeks a credit.

Uptime%	% Monthly Fee Credited
99.50%- 100%	0%
97.5%- 99.49%	5%
95%-97.49%	10%
Less than 95%	15%

- 1.4. If Uptime falls below 99.5% for any three (3) consecutive months, or falls below 95% in any single month, Customer may, within thirty (30) days of the end of the month giving rise to this termination right, terminate the license related to the failed Uptime commitment upon written notice to Flexera.
 - 1.5. The remedies in this Section are the sole and exclusive remedies available to Customer for any failure by Flexera to maintain the required Uptime. The Uptime commitment only applies to the portion of the SaaS product that is hosted in a Flexera data center (or in a third-party data center chosen by Flexera). Components located on Customer's network or systems are not covered under the Uptime.
2. **Excused Outages.** Customer may experience outages in the SaaS product due to Scheduled Maintenance and/or Emergency Maintenance, as defined below (collectively **"Excused Outages"**).
- 2.1. **Scheduled Maintenance.** **"Scheduled Maintenance"** means planned interruptions in the SaaS product to make changes to Flexera's systems. Flexera regularly evaluates web site traffic patterns to determine low usage times in which to perform Scheduled Maintenance. Scheduled Maintenance of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 5:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday and Scheduled Maintenance that exceeds 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday. Times listed are PST for Customers in the United States and CET for Customers located outside of the United States. Flexera will not perform Scheduled Maintenance on the last 2 Business Days of any calendar month. For Scheduled Maintenance of 2 hours or less in duration Flexera will notify Customer no later than 48 hours prior to the Schedule Maintenance. For Scheduled Maintenance of more than 2 hours in duration Flexera will notify Customer no later than 120 hours prior to the Schedule Maintenance. Notice for the purpose of this Section may be a message be placed on the login page to the SaaS product.
 - 2.2. **Emergency Maintenance.** **"Emergency Maintenance"** refers to Flexera's efforts to correct network or security conditions that may cause service outages or severe network performance degradation impacting multiple customers and requires immediate action. Emergency Maintenance may degrade the quality of service including possible outages. Flexera will notify Customer with as much advance notice as possible under the circumstance prior to performing Emergency Maintenance.
3. **Backups.** Flexera will perform incremental backups six (6) days per week and full backups one (1) day per week. The copies of backups will be stored off-site in a secure facility. Upon termination or expiration of the applicable SaaS product subscription, Customer will no longer have access to the SaaS product, provided that Flexera may keep data active in the SaaS product for a period of up to ninety (90) days after expiration or termination of the license. After such ninety (90) day period, Flexera will delete Customer's data, provided that any prior backups that have been performed for disaster recovery or failover will not be deleted until such backup is overwritten by other data or destroyed in accordance with Flexera's record retention policy, which will occur no later than six (6) months after expiration or termination of the license.



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SaaS Site Service Levels

Legal Home Page

1. **SaaS Site.** The website hosted by Flexera through which Licensee may access Cloud Software and SaaS is referred to as the “SaaS Site”.
2. **Third-Party Contractors.** Flexera may retain third party contractors to provide facilities, equipment and/or services for which Flexera is responsible, provided Flexera will be solely responsible to Licensee for such contractors’ performance and their compliance with any applicable provisions of the Agreement, including but not limited to confidentiality provisions.
3. **Access.** Each party will adopt precautions in accordance with recognized industry standards, including but not limited to password protection, to prevent access to the SaaS Site by parties other than Flexera, Licensee, and Licensee’s authorized end users.
4. **Backup and Restoration.** Flexera will provide full and incremental backups. Backups will normally be performed seven (7) days per week. The copies of backups will be stored off-site in a secure facility. Upon termination or expiration of a Cloud Software or SaaS subscription, Flexera will retain Licensee’s data in the active SaaS Site for ninety (90) days after such expiration or termination of the subscription and Licensee will have access to a limited SaaS Site for the sole purpose of accessing such data for up to ninety (90) days after expiration of its Subscription Period. After such ninety (90) day period, Licensee’s access to the limited SaaS Site will expire and Flexera will delete Licensee’s data from the SaaS Site; provided, however, that any prior backups that have been performed for disaster recovery or failover will not be deleted until such backup is overwritten by other data or destroyed in accordance with Flexera’s record retention policy.



polling of the hardware, operating system and applications of each server to identify abnormal system-level conditions. Flexera will perform network-level monitoring on the hardware interface of each component of the equipment necessary to the network component of the SaaS Site.

6. **Monthly Uptime.**

6.1. “**Monthly Uptime**” means the amount of time in any given month that Licensee is able to access the SaaS Site, as a percentage of the total amount of time in such month, excluding Excused Outages.

6.2. “**Monthly Fee**” means the amount of the recurring license fee paid by Licensee under the Agreement that is allocable to one (1) month (but excluding implementation, configuration, professional, or other services or nonrecurring fees).

6.3. Flexera will maintain systems and controls designed to maximize Monthly Uptime, minimize unscheduled outages, and enable prompt notification in the event of any unscheduled outage. Flexera will credit to Licensee the percentage specified below of the total Monthly Fee paid by Licensee to Flexera, for any calendar month in which Monthly Uptime for the month falls within the range specified below. In order to receive a credit, Licensee must request such credit in writing within thirty (30) days of the end of the month for which it seeks a credit.

Monthly Uptime %	% Monthly Fee Credited
99.50% - 100%	0%
97.5% - 99.49%	5%
95% -97.49%	10%
Less than 95%	15%

6.4. If Monthly Uptime falls below 99.5% for any three (3) consecutive months, or falls below 95% in any single month, Licensee may, within thirty (30) days of the



6.5. The remedies in this Section are the sole and exclusive remedies available to Licensee for any failure by Flexera to maintain the required Monthly Uptime. The Monthly Uptime commitment only applies to the portion of the SaaS Site that is hosted in a Flexera data center. Components located on Licensee's network or systems are not covered under the Monthly Uptime.

7. **Excused Outages.** Licensee may experience outages in the SaaS Site due to Scheduled Maintenance and/or Emergency Maintenance, as defined below (collectively "**Excused Outages**")

7.1. **Scheduled Maintenance.** "**Scheduled Maintenance**" mean planned interruptions in the SaaS Site to make changes to Flexera's systems. Flexera regularly evaluates web site traffic patterns in order to determine low usage times in which to perform Scheduled Maintenance. Scheduled Maintenance may include outages. If Licensee is located in the United States, Scheduled Maintenance of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 3:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday, Pacific Time and Scheduled Maintenance that exceeds 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday Pacific Time. If Licensee is located outside of the United States, Scheduled Maintenance of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 5:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday Central European Time and Scheduled Maintenance that exceeds 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday Central European Time. Flexera will not perform Scheduled Maintenance on the last 2 business days of any calendar month. For Scheduled Maintenance of 2 hours or less in duration Flexera will notify Licensee no later than 48 hours prior to the Schedule Maintenance. For Scheduled Maintenance of more than 2 hours in duration Flexera will notify Licensee no later than 120 hours prior to the Schedule Maintenance. Notice for the purpose of this Section may be a message be placed on the login page to the SaaS Site.

7.2. **Emergency Maintenance.** "**Emergency Maintenance**" refer to Flexera's efforts to correct network or security conditions that may cause service outages or severe network performance degradation impacting multiple customers and



much advance notice as possible under the circumstance prior to performing the Emergency Maintenance. Such effects related to Emergency Maintenance shall not give rise to service credits outlined in these SaaS Site Service Levels.



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SERVICE LEVEL ADDENDUM FOR SNOW ATLAS

This Service Level Addendum is part of the Agreement between Snow and Customer. For the purposes of this Service Level Addendum, “**Service**” refers to Snow’s software-as-a-service offering delivered via Snow Atlas.

- 1) **Customer Support.** Snow Customer Support is available 24 hours a day, 5 days a week, Monday through Friday (excluding Snow observed Public Holidays in Customer’s region). Customers may reach Snow customer support by accessing the Support Portal: [Snow Support Portal](#). More information and details can be found at [Contact information for all Support regions \(snowsoftware.com\)](#)
- 2) **Target Initial Response Time and Communication Cadence.** Throughout the lifecycle of the case, Snow will endeavour to provide an initial response along with frequent communication updates in accordance with the targets below. Snow case management targets are goals and not commitments:

Priority	Description	Target Initial Response Time	Target Communication Cadence
Priority 1	The Service is unavailable to all users due to software or hardware failure	2 Hours	Daily
Priority 2	The Service is accessible, but a significant subset of functionality is unavailable to all users due to software or hardware failure	4 Hours	Every 2 Days
Priority 3	The Service features are not accessible, but a workaround is available	8 Hours	Every 3 Days
Priority 4	Customer requests information regarding the Service capabilities or navigation.	24 Hours	Every 5 Days

- 3) **Defect Reporting.** Customer will report defects to Snow customer support for processing by Snow.
- 4) **Maintenance.** Snow reserves the right to limit Customer’s access to the Service in order to perform maintenance, to make modifications, or as a result of circumstances beyond Snow’s reasonable control (collectively, “**Maintenance**”).
- 5) **Service Availability.** “**Service Availability**” shall mean the amount of time in any given calendar month during which the Service can be accessed by authorized users, to be calculated as a percentage of the total amount of time in such calendar month, excluding Exclusion Events and Maintenance. **Snow will ensure that Service Availability equals or exceeds 99.5% in each calendar month.**
- 6) **Exclusion Events.** Snow will not be responsible for any service level deficiency resulting from any of the following (“**Exclusion Events**”):

- a. A failure or interruption of any component or service for which Snow is not responsible, including but not limited to, electrical power, networking equipment, computer hardware or software, or Internet and telecommunications service;
- b. Any Force Majeure event;
- c. Viruses, other malicious code or denial of service attacks, unless Snow fails to implement commercially reasonable threat management solutions or the service level deficiency resulted from Snow's failure to properly update such threat management solutions;
- d. Acts or omissions of Customer or its employees, agents, or third-party contractors except for Snow; or
- e. Customer inaccessibility, where such inaccessibility either caused the problem or prevents or delays its resolution.

All Other Flexera SaaS Products Service Levels

Excludes Flexera One and Snow SaaS products

1. **SaaS Site.** The website hosted by Flexera through which Licensee may access Cloud Software and SaaS is referred to as the “**SaaS Site**”.
2. **Third-Party Contractors.** Flexera may retain third party contractors to provide facilities, equipment and/or services for which Flexera is responsible, provided Flexera will be solely responsible to Licensee for such contractors’ performance and their compliance with any applicable provisions of the Agreement, including but not limited to confidentiality provisions.
3. **Access.** Each party will adopt precautions in accordance with recognized industry standards, including but not limited to password protection, to prevent access to the SaaS Site by parties other than Flexera, Licensee, and Licensee’s authorized end users.
4. **Backup and Restoration.** Flexera will provide full and incremental backups. Backups will normally be performed seven (7) days per week. The copies of backups will be stored off-site in a secure facility. Upon termination or expiration of a Cloud Software or SaaS subscription, Flexera will retain Licensee’s data in the active SaaS Site for ninety (90) days after such expiration or termination of the subscription and Licensee will have access to a limited SaaS Site for the sole purpose of accessing such data for up to ninety (90) days after expiration of its Subscription Period. After such ninety (90) day period, Licensee’s access to the limited SaaS Site will expire and Flexera will delete Licensee’s data from the SaaS Site; provided, however, that any prior backups that have been performed for disaster recovery or failover will not be deleted until such backup is overwritten by other data or destroyed in accordance with Flexera’s record retention policy.
5. **System Monitoring.** Flexera will monitor the performance characteristics of system and network components in real-time. Flexera will perform system-level polling of the hardware, operating system and applications of each server to identify abnormal system-level conditions. Flexera will perform network-level monitoring on the hardware interface of each component of the equipment necessary to the network component of the SaaS Site.
6. **Monthly Uptime.**

6.1. “**Monthly Uptime**” means the amount of time in any given month that Licensee is able to access the SaaS Site, as a percentage of the total amount of time in such month, excluding Excused Outages.

6.2. “**Monthly Fee**” means the amount of the recurring license fee paid by Licensee under the Agreement that is allocable to one (1) month (but excluding implementation, configuration, professional, or other services or nonrecurring fees).

6.3. Flexera will maintain systems and controls designed to maximize Monthly Uptime, minimize unscheduled outages, and enable prompt notification in the event of any unscheduled outage. Flexera will credit to Licensee the percentage specified below of the total Monthly Fee paid by Licensee to Flexera, for any calendar month in which Monthly

Uptime for the month falls within the range specified below. In order to receive a credit, Licensee must request such credit in writing within thirty (30) days of the end of the month for which it seeks a credit.

Monthly Uptime % % Monthly Fee Credited

99.50% - 100%	0%
97.5% - 99.49%	5%
95% -97.49%	10%
Less than 95%	15%

6.4. If Monthly Uptime falls below 99.5% for any three (3) consecutive months, or falls below 95% in any single month, Licensee may, within thirty (30) days of the end of the month giving rise to this termination right, terminate the subscription related to the failed Monthly Uptime commitment upon written notice to Flexera.

6.5. The remedies in this Section are the sole and exclusive remedies available to Licensee for any failure by Flexera to maintain the required Monthly Uptime. The Monthly Uptime commitment only applies to the portion of the SaaS Site that is hosted in a Flexera data center. Components located on Licensee's network or systems are not covered under the Monthly Uptime.

1. **Excused Outages.** Licensee may experience outages in the SaaS Site due to Scheduled Maintenance and/or Emergency Maintenance, as defined below (collectively "**Excused Outages**")

7.1. **Scheduled Maintenance.** "**Scheduled Maintenance**" mean planned interruptions in the SaaS Site to make changes to Flexera's systems. Flexera regularly evaluates web site traffic patterns in order to determine low usage times in which to perform Scheduled Maintenance. Scheduled Maintenance may include outages. If Licensee is located in the United States, Scheduled Maintenance of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 3:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday, Pacific Time and Scheduled Maintenance that exceeds 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday Pacific Time. If Licensee is located outside of the United States, Scheduled Maintenance of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 5:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday Central European Time and Scheduled Maintenance that exceeds 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday Central European Time. Flexera will not perform Scheduled Maintenance on the last 2 business days of any calendar month. For Scheduled Maintenance of 2 hours or less in duration Flexera will notify Licensee no later than 48 hours prior to the Schedule Maintenance. For Scheduled Maintenance of more than 2 hours in duration Flexera will notify Licensee no later than 120 hours prior to the Schedule

Maintenance. Notice for the purpose of this Section may be a message be placed on the login page to the SaaS Site.

7.2. Emergency Maintenance. “**Emergency Maintenance**” refer to Flexera’s efforts to correct network or security conditions that may cause service outages or severe network performance degradation impacting multiple customers and requires immediate action. Emergency Maintenance may degrade the quality of service including possible outages. Flexera’s policy is to notify Licensee with as much advance notice as possible under the circumstance prior to performing the Emergency Maintenance. Such effects related to Emergency Maintenance shall not give rise to service credits outlined in these SaaS Site Service Levels.

Gold Support Terms

The following describes each party's obligations with respect to Flexera's provision of Support to Licensee for Software. Any capitalized terms not defined herein shall have the meaning ascribed to them in the agreement.

1. **Flexera Community.** Flexera will provide Licensee's access to Flexera's customer community page ("**Community**") which enables Licensee to create, track and update support cases, access Flexera's knowledge base, and engage in customer forums.
2. **Support Contacts.** Any individual at Licensee who wishes to access Community must register on the Community site; only registered contacts may submit support requests.
3. **Telephone Support.** Flexera support staff will be available for live-answer telephone and email support between the hours of 6:00 p.m. Sunday and 6:00 p.m. Friday Pacific Standard Time.
4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within two (2) business hours.
5. **Severity Levels.** Flexera, in accordance with the terms defined in this section, will assign a problem report under a severity level classification system. As used herein, the following definitions will apply:
 - a. **Severity 1 – Critical:** A Severity 1 problem is a problem that causes an urgent, critical impact that materially impairs the performance of substantially all major functions of

b. **Severity 2 – Severe:** A Severity 2 problem is a problem that causes an important or significant impact that materially impairs the performance of a major function of the Software or a LicenseeProduct.

c. **Severity 3 – Impaired:** A Severity 3 problem occurs when the system is up and running and the problem causes only limited or insignificant impact. A Severity 3 problem is important to long-term productivity, but does not cause an immediate work stoppage.

d. **Severity 4 – Minimal:** A Severity 4 problem occurs when the system is up and running and the problem causes only limited or insignificant impact or relates to a feature or function that is not important or infrequently used.

6. **Response Times.** Flexera will endeavor to provide a response to Licensee’s request for technical support assistance per the applicable severity level, which will be measured from assignment of a case number (the “**Initial Response**”). As used herein, Initial Response will mean Flexera’s confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms.

a. **Severity 1 – Critical:** Flexera will provide an Initial Response within four (4) business hours and provide an update on the status every business day until an Action Plan is established.

b. **Severity 2 – Severe:** Flexera will provide an Initial Response within four (4) business hours and provide an update on the status every business day until an Action Plan is established.

c. **Severity 3 – Impaired:** Flexera will provide an Initial Response within eight (8) business hours and provide an update on the status every five (5) business days until an Action Plan is established.

d. **Severity 4 – Minimal:** Flexera will provide an Initial Response within sixteen (16) business hours and provide an update on the status every five (5) business days until an

An “**Action Plan**” is the initial diagnosis by Flexera of the errors or symptoms and identification of the schedule that Flexera expects to work towards in pursuit of resolving the identified problem.

For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the software issue or a temporary workaround for the software issue as it deems appropriate.

7. **Licensee Obligations.** In order for Flexera to resolve a software issue, Licensee must provide Flexera’s technical support personnel with relevant information regarding the issue as reasonably requested by Flexera. Licensee is responsible for providing technical support to its end-users.
8. **Updates.** Licensee is entitled to receive any Updates as a part of Support (“**Updates**”).
9. **End of Life.** Support and Maintenance is available in accordance with Flexera's Life Cycle and End of Life Policy, which may be found at <https://docs.flexera.com/eol/policy.htm>
10. **Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera’s Support Director for the region.
11. **Modifications to Support Terms.** Flexera reserves the right to modify or change its support policies at its discretion.

Gold SaaS Support Terms

The following describes each party's obligations with respect to Flexera's provision of Support to Licensee for SaaS. Any capitalized terms not defined herein shall have the meaning ascribed to them in the agreement.

1. **Flexera Community.** Flexera will provide Licensee's access to Flexera's customer community page ("**Community**") which enables Licensee to create, track and update support cases, access Flexera's knowledge base, and engage in customer forums.
2. **Support Contacts.** Any individual at Licensee who wishes to access Community must register on the Community site; only registered contacts may submit support requests.
3. **Telephone Support.** Flexera support staff will be available for live-answer telephone and email support between the hours of 6:00 p.m. Sunday and 6:00 p.m. Friday Pacific Standard Time.
4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within two (2) business hours.
5. **Staffing and Escalation.** Support requests that are not resolved during the initial contact with a Flexera technical support analyst will be escalated to Flexera internal technical experts based upon the severity level. The support staff will manage escalated support requests according to the terms contained herein.
6. **Severity Levels.** Flexera will reasonably prioritize support requests from Licensee according to the severity levels set for below.
 - a. **Severity 1 – Critical:** Production use of the Cloud Software is stopped or so severely impacted that authorized end users cannot reasonably use it. Flexera will work continuously to resolve the support request until the support request is closed. Severity Level 1 issues must be reported by telephone.
 - b. **Severity 2 – High:** Major Cloud Software documented features are unavailable with no workaround. Use of the Cloud Software can continue; however, productivity is significantly decreased. Flexera will work continuously to resolve the support request

until the support request is closed. Severity Level 2 issues must be reported by telephone.

c. **Severity 3 – Medium:** Major Cloud Software documented features are unavailable, but a workaround is available, or less significant Cloud Software documented features are unavailable with no reasonable workaround.

7. **Response Times.** Flexera will endeavor to provide a response to Licensee’s request for technical support assistance per the applicable severity level, which will be measured from assignment of a case number (the “**Initial Response**”). As used herein, Initial Response will mean Flexera’s confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms.

a. **Severity 1 – Critical:** Flexera will provide an Initial Response within thirty (30) minutes and provide an update on the status every business day until an Action Plan is established.

b. **Severity 2 – High:** Flexera will provide an Initial Response within two (2) business hours and provide an update on the status every business day until an Action Plan is established.

c. **Severity 3 – Medium:** Flexera will provide an Initial Response within four (4) business hours and provide an update on the status every five (5) business days until an Action Plan is established.

d. **Severity 4 – Low:** Flexera will provide an Initial Response within eight (8) business hours and provide an update on the status every five (5) business days until an Action Plan is established.

An “**Action Plan**” is the initial diagnosis by Flexera of the errors or symptoms and identification of the schedule that Flexera expects to work towards in pursuit of resolving the identified problem.

For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will

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8. **Licensee Obligations.** In order for Flexera to resolve a software issue, Licensee must provide Flexera's technical support personnel with relevant information regarding the issue as reasonably requested by Flexera. Licensee is responsible for providing technical support to its end-users.
 9. **Updates.** Licensee is entitled to receive any Updates as a part of Support ("**Updates**").
 10. **End of Life.** Support and Maintenance is available in accordance with Flexera's Life Cycle and End of Life Policy, which may be found at <https://docs.flexera.com/eol/policy.htm>
 11. **Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera's Support Director for the region.
 12. **Modifications to Support Terms.** Flexera reserves the right to modify or change its support policies at its discretion.

Silver Support Terms

The following describes each party's obligations with respect to Flexera's provision of Support to Licensee. Any capitalized terms not defined herein shall have the meaning ascribed to them in the agreement.

1. **Flexera Community.** Flexera will provide Licensee's access to Flexera's customer community page ("**Community**") which enables Licensee to create, track and update support cases, access Flexera's knowledge base, and engage in customer forums.
2. **Support Contacts.** Any individual at Licensee who wishes to access Community must register on the Community site; only registered contacts may submit support requests.
3. **Telephone Support.** Flexera support staff will be available for live-answer telephone and email support between the hours of 9:00 a.m. and 5:00 p.m. local business time Monday through Friday (with the exception of Hawaii and Alaska) ("**Support Hours**"). Support will be provided in English language only.
4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within eight (8) business hours.

5. **Response Times.**

Flexera will provide a response to Licensee's request for technical support assistance within sixteen (16) business hours from assignment of a case number (the "Initial Response"). As used herein, Initial Response will mean Flexera's confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms.

For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the software issue or a temporary workaround for the software issue as it deems appropriate.

6. **Licensee Obligations.** In order for Flexera to resolve a software issue, Licensee must provide Flexera's technical support personnel with relevant information regarding the

issue as reasonably requested by Flexera. Licensee is responsible for providing technical support to its end-users.

7. **Updates.** Licensee is entitled to receive any Updates as a part of Support ("**Updates**").
8. **End of Life.** Support is available in accordance with Flexera's Life Cycle and End of Life Policy, which may be found at <https://docs.flexera.com/eol/policy.htm>
9. **Exclusions.** Professional services related to (i) the installation, implementation, and configuration of the Product, (ii) training, or (iii) other services not specifically outlined herein are not included as a part of Support.
10. **Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera's Support Director for the region.
11. **Modifications to Support Terms.** Flexera reserves the right to non-materially modify or change its support policies at its discretion.

Silver Support Terms

The following describes each party's obligations with respect to Flexera's provision of Support to Licensee. Any capitalized terms not defined herein shall have the meaning ascribed to them in the agreement.

1. **Flexera Community.** Flexera will provide Licensee's access to Flexera's customer community page ("**Community**") which enables Licensee to create, track and update support cases, access Flexera's knowledge base, and engage in customer forums.
2. **Support Contacts.** Any individual at Licensee who wishes to access Community must register on the Community site; only registered contacts may submit support requests.
3. **Telephone Support.** Flexera support staff will be available for live-answer telephone and email support between the hours of 9:00 a.m. and 5:00 p.m. local business time Monday through Friday (with the exception of Hawaii and Alaska) ("**Support Hours**"). Support will be provided in English language only.
4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within eight (8) business hours.
5. **Response Times.** Flexera will provide a response to Licensee's request for technical support assistance within sixteen (16) business hours from assignment of a case number (the "Initial Response"). As used herein, Initial Response will mean Flexera's confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms. For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the software issue or a temporary workaround for the software issue as it deems appropriate.
6. **Licensee Obligations.** In order for Flexera to resolve a software issue, Licensee must provide Flexera's technical support personnel with relevant information regarding the issue as reasonably requested by Flexera. Licensee is responsible for providing technical support to its end-users.
7. **Updates.** Licensee is entitled to receive any Updates as a part of Support ("**Updates**").
8. **End of Life.** Support is available in accordance with Flexera's Life Cycle and End of Life Policy, which may be found at <https://docs.flexera.com/eol/policy.htm>
9. **Exclusions.** Professional services related to (i) the installation, implementation, and configuration of the Product, (ii) training, or (iii) other services not specifically outlined herein are not included as a part of Support.
10. **Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera's Support Director for the region.
11. **Modifications to Support Terms.** Flexera reserves the right to modify or change its support policies at its discretion.

Gold Support Terms

The following describes each party's obligations with respect to Flexera's provision of Support to Licensee for Software. Any capitalized terms not defined herein shall have the meaning ascribed to them in the agreement.

1. **Flexera Community.** Flexera will provide Licensee's access to Flexera's customer community page ("**Community**") which enables Licensee to create, track and update support cases, access Flexera's knowledge base, and engage in customer forums.
2. **Support Contacts.** Any individual at Licensee who wishes to access Community must register on the Community site; only registered contacts may submit support requests.
3. **Telephone Support.** Flexera support staff will be available for live-answer telephone and email support between the hours of 6:00 p.m. Sunday and 6:00 p.m. Friday Pacific Standard Time.
4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within two (2) business hours.
5. **Severity Levels.** Flexera, in accordance with the terms defined in this section, will assign a problem report under a severity level classification system. As used herein, the following definitions will apply:
 - a. **Severity 1 – Critical:** A Severity 1 problem is a problem that causes an urgent, critical impact that materially impairs the performance of substantially all major functions of the Software or a Licensee Product. All Severity 1 issues **MUST** be reported via telephone.
 - b. **Severity 2 – Severe:** A Severity 2 problem is a problem that causes an important or significant impact that materially impairs the performance of a major function of the Software or a Licensee Product.
 - c. **Severity 3 – Impaired:** A Severity 3 problem occurs when the system is up and running and the problem causes only limited or insignificant impact. A Severity 3 problem is important to long-term productivity, but does not cause an immediate work stoppage.
 - d. **Severity 4 – Minimal:** A Severity 4 problem occurs when the system is up and running and the problem causes only limited or insignificant impact or relates to a feature or function that is not important or infrequently used.
6. **Response Times.** Flexera will endeavor to provide a response to Licensee's request for technical support assistance per the applicable severity level, which will be measured from assignment of a case number (the "**Initial Response**"). As used herein, Initial Response will mean Flexera's confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms.
 - a. **Severity 1 – Critical:** Flexera will provide an Initial Response within four (4) business hours and provide an update on the status every business day until an Action Plan is established.

b. **Severity 2 – Severe:** Flexera will provide an Initial Response within four (4) business hours and provide an update on the status every business day until an Action Plan is established.

c. **Severity 3 – Impaired:** Flexera will provide an Initial Response within eight (8) business hours and provide an update on the status every five (5) business days until an Action Plan is established.

d. **Severity 4 – Minimal:** Flexera will provide an Initial Response within sixteen (16) business hours and provide an update on the status every five (5) business days until an Action Plan is established.

An “**Action Plan**” is the initial diagnosis by Flexera of the errors or symptoms and identification of the schedule that Flexera expects to work towards in pursuit of resolving the identified problem.

For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the software issue or a temporary workaround for the software issue as it deems appropriate.

7. **Licensee Obligations.** In order for Flexera to resolve a software issue, Licensee must provide Flexera’s technical support personnel with relevant information regarding the issue as reasonably requested by Flexera. Licensee is responsible for providing technical support to its end-users.
8. **Updates.** Licensee is entitled to receive any Updates as a part of Support (“**Updates**”).
9. **End of Life.** Support and Maintenance is available in accordance with Flexera's Life Cycle and End of Life Policy, which may be found at <https://docs.flexera.com/eol/policy.htm>
10. **Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera’s Support Director for the region.
11. **Modifications to Support Terms.** Flexera reserves the right to modify or change its support policies at its discretion.

Gold SaaS Support Terms

The following describes each party’s obligations with respect to Flexera's provision of Support to Licensee for SaaS. Any capitalized terms not defined herein shall have the meaning ascribed to them in the agreement.

1. **Flexera Community.** Flexera will provide Licensee's access to Flexera's customer community page (“**Community**”) which enables Licensee to create, track and update support cases, access Flexera's knowledge base, and engage in customer forums.
2. **Support Contacts.** Any individual at Licensee who wishes to access Community must register on the Community site; only registered contacts may submit support requests.
3. **Telephone Support.** Flexera support staff will be available for live-answer telephone and email support between the hours of 6:00 p.m. Sunday and 6:00 p.m. Friday Pacific Standard Time.

4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within two (2) business hours.
5. **Staffing and Escalation.** Support requests that are not resolved during the initial contact with a Flexera technical support analyst will be escalated to Flexera internal technical experts based upon the severity level. The support staff will manage escalated support requests according to the terms contained herein.
6. **Severity Levels.** Flexera will reasonably prioritize support requests from Licensee according to the severity levels set for below.

a. **Severity 1 – Critical:** Production use of the Cloud Software is stopped or so severely impacted that authorized end users cannot reasonably use it. Flexera will work continuously to resolve the support request until the support request is closed. Severity Level 1 issues must be reported by telephone.

b. **Severity 2 – High:** Major Cloud Software documented features are unavailable with no workaround. Use of the Cloud Software can continue; however, productivity is significantly decreased. Flexera will work continuously to resolve the support request until the support request is closed. Severity Level 2 issues must be reported by telephone.

c. **Severity 3 – Medium:** Major Cloud Software documented features are unavailable, but a workaround is available, or less significant Cloud Software documented features are unavailable with no reasonable workaround.

d. **Severity 4 – Low:** Authorized end user requests information about the Cloud Software or an enhancement to the existing Cloud Software specifications. Use of the Cloud Software is available without being materially and adversely impeded.

7. **Response Times.** Flexera will endeavor to provide a response to Licensee's request for technical support assistance per the applicable severity level, which will be measured from assignment of a case number (the "**Initial Response**"). As used herein, Initial Response will mean Flexera's confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms.

a. **Severity 1 – Critical:** Flexera will provide an Initial Response within thirty (30) minutes and provide an update on the status every business day until an Action Plan is established.

b. **Severity 2 – High:** Flexera will provide an Initial Response within two (2) business hours and provide an update on the status every business day until an Action Plan is established.

c. **Severity 3 – Medium:** Flexera will provide an Initial Response within four (4) business hours and provide an update on the status every five (5) business days until an Action Plan is established.

d. **Severity 4 – Low:** Flexera will provide an Initial Response within eight (8) business hours and provide an update on the status every five (5) business days until an Action Plan is established.

An “**Action Plan**” is the initial diagnosis by Flexera of the errors or symptoms and identification of the schedule that Flexera expects to work towards in pursuit of resolving the identified problem.

For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the software issue or a temporary workaround for the software issue as it deems appropriate.

8. **Licensee Obligations.** In order for Flexera to resolve a software issue, Licensee must provide Flexera’s technical support personnel with relevant information regarding the issue as reasonably requested by Flexera. Licensee is responsible for providing technical support to its end-users.
9. **Updates.** Licensee is entitled to receive any Updates as a part of Support (“**Updates**”).
10. **End of Life.** Support and Maintenance is available in accordance with Flexera's Life Cycle and End of Life Policy, which is attached.
11. **Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera’s Support Director for the region.
12. **Modifications to Support Terms.** Flexera reserves the right to modify or change its support policies at its discretion.

Schedule 1 - Support

The following describes each party's obligations with respect to Flexera's provision of Support to Customer. Any capitalized terms not defined herein will have the meaning ascribed to them in the Agreement.

1. **Flexera Community.** Flexera will provide Customer's access to Flexera's customer community page ("**Community**") which enables Customer to create, track and update support cases, access Flexera's knowledge base, and engage in customer forums.
2. **Support Contacts.** Any individual at Customer who wishes to access the Community must register on the Community site; only registered contacts may submit support requests.
3. **Support Hours.** Flexera support staff will be available for live-answer support between the hours of 6:00 pm Sunday through 6:00 pm Friday Local Time ("**Support Hours**"). Severity Level 1 and 2 issues must be reported by telephone. Support will be provided in English language only. "**Local Time**" means Central Standard Time for Customers located in North America, GMT or BST for Customers located in the United Kingdom, and Central European Time for all other Customer locations.
4. **Severity Levels and Response Times.** Flexera will reasonably prioritize support requests from Customer according to the severity levels set forth in the table below. Flexera will endeavor to provide a response to Customer's request for technical support assistance per the applicable severity level, which will be measured from assignment of a case number (the "**Initial Response**"). As used herein, Initial Response will mean Flexera's confirming receipt of an error from Customer verifying the details of such error, and delivering to Customer, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Customer to assist in the evaluation of the report and diagnosis of the error or symptoms. An "**Action Plan**" is the initial diagnosis by Flexera of the errors or symptoms and identification of the schedule that Flexera expects to work towards in pursuit of resolving the identified problem. For clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the issue or a temporary workaround for the issue as it deems appropriate.

Level		Response	
	that authorized end users cannot reasonably use it. Flexera will work continuously to resolve the support request until the support request is closed.	Hours	Hours until Action Plan is established
2-	Major SaaS documented features are unavailable with no	Two(2)	Once every eight(8) Support
High	workaround. Use of the SaaS can continue; however, productivity is significantly decreased. Flexera will work continuously to resolve the support request until the support request is closed.	Support Hours	Hours until Action Plan is established
3-	Major SaaS documented features are unavailable, but a	Eight(8)	Once every forty(40) Support
Medium	workaround is available, or less significant SaaS documented features are unavailable with no reasonable workaround.	Support Hours	Hours until Action Plan is established
4-	User requests information about the SaaS or an enhancement to	Forty(40)	Once every forty(40) Support
Low	the existing SaaS specifications. Use of the SaaS is available without being materially and adversely impeded.	Support Hours	Hours until Action Plan is established

5. **Issue Resolution.** Flexera's support and SLA obligations are contingent on Customer promptly providing Flexera(i) relevant information regarding a Support ticket as reasonably requested by Flexera and(ii) necessary access to Customer's instance to gather information for the purpose of delivering Support to Customer.
6. **Credits.** If Flexera fails to meet the Initial Response targets set forth above for more than 10% of Severity 1 and 2 issues in any given month, Customer will be entitled to a credit of 3% of the Monthly Fee. To receive a credit, Customer must request such credit in writing within thirty (30) days of the end of the month for which it seeks a credit, and the credit will be applied to the next invoice received by Customer. "**Monthly Fee**" means the amount of the recurring license fee paid by Customer under the Agreement that is allocable to one (1) month (but excluding implementation, configuration, professional, or other services or nonrecurring fees) for the actual SaaS product tied to the support request.
7. **Exclusions.** Services related to(i) the installation, implementation, and configuration of the SaaS, (ii) training, or(iii) other services not specifically outlined herein are not included as a part of Support.



Customer Support and Maintenance Terms

Contents

Contents	2
Support Terms.....	3
Support Tiers.....	4
Standard Support	4
Premium Support	5
SaaS Support.....	6
Support Operational Practices	7
Reservation of Resources.....	7
Cooperative Resolutions.....	7
Scope of Support.....	8
Responsibilities of Flexera Snow Support	8

Support Terms

The policy described in this document defines support service levels provided by Flexera Snow for its Software products ("Software"), and outlines the services, priorities, availability, performance, and operations of the Flexera Snow Technical Support organization ("Support") to establish a common understanding between Flexera Snow and its customers ("Customers") and authorised partners ("Partners") to which Flexera Snow provides Support.

Flexera Snow invoices in advance for all support services. The support agreement includes access to all new versions of licensed Software. Flexera Snow agrees to provide Customers and Partners new, corrected, or modified versions of the Software in the form of updated product versions, fixes and maintenance releases that Flexera Snow makes generally available. Such modifications, when delivered and installed, shall become part of the Software and shall be subject to all terms of the applicable license agreement.

Flexera Snow will deliver Support for Software running in a supported configuration in accordance with the terms of this Policy. Customers are entitled to receive Support during the term of their support agreement and in the country or countries for which they have purchased Support, provided that the applicable Software is installed at locations in which Customers are authorized to use such licenses.

Flexera Snow offers Standard and Premium support for twelve months after the next major software release is delivered. Following this period, support may be limited to upgrade guidance to bring the Customer or Partner deployment within maintenance coverage. Customers and Partners receive six months' advance notice on Flexera Snow Support Portal of the end of support for any software release. More information can be found in our [Snow End-of-Life Information](#).

Where software defects have been resolved in later versions related to issues being reported, Flexera Snow Support may require upgrading to specific versions that includes those corrections before investigating further.

Customers and Partners operating under an evaluation license ("Prospects") are entitled to support services that are equivalent to Standard support for the duration of their evaluation, unless otherwise specified.

To reinstate lapsed support, Flexera Snow Software may levy costs backdated to the end of the last valid support and maintenance agreement.

Support Services are provided in English.

Customers should contact their Account Manager directly for information about Standard Support Services and plans, Professional Services, and joint development opportunities.

Support Tiers

All Flexera Snow Software must be covered by one of the following agreements in the described tiers.

Standard Support

Standard Support is available for the following Flexera Snow On-Premises Software:

- Data Intelligence Service
- Snow License Manager
- Snow Inventory Server
- Snow Integration Manager
- Snow Spend Optimizer
- Snow ITSM Enhancer
- Snow Productivity Optimizer (formerly Snow Automation Platform)
- Snow Device Manager On-Premises
- Snow Commander
- Snow Optimizer for SAP® Software

Standard support is provided during business operations from 9:00 am to 5:00 pm local Flexera Snow Support Hub business hours ([Contact Information](#)), Monday through Friday, excluding Flexera Snow observed Public holidays in Customer's region, by accessing Flexera Snow's [Support Portal](#).

[All Public holidays are published in our Support Portal.](#)

Throughout the lifecycle of the case, Support will endeavour to provide an initial response along with frequent communication updates and against the targets below. Flexera Snow case management targets are goals and not commitments:

Priority	Definition	Initial Response Time Target	Regular Communication Cadence Target
1	Production environment is down causing a critical impact to business operations if services are not restored immediately. No workaround is available.	2 Hours	Daily
2	Production solution is severely degraded, impacting significant aspects of business operations. No workaround is available.	4 Hours	Every 2 Days
3	Performance is degraded. Functionality is impaired, but most business operations continue. Workaround applied.	8 Hours	Every 3 Days
4	Customer requests information regarding product capabilities, installation, or basic configuration.	24 Hours	Every 5 Days

Premium Support

Premium Support is available for the following Flexera Snow On-Premises Software:

- Snow Commander

Premium Support is provided 24x7x365 by accessing Flexera Snow's [Support Portal](#) or using the Premium Support contact number provided by Customer's account manager.

Throughout the lifecycle of the case, Support will endeavour to provide an initial response along with frequent communication updates and against the targets below. Flexera Snow case management targets are goals and not commitments:

Priority	Definition	Initial Response Time Target	Regular Communication Cadence Target
1	Production environment is down causing a critical impact to business operations if services are not restored immediately. No workaround is available.	1 Hour	Daily
2	Production solution is severely degraded, impacting significant aspects of business operations. No workaround is available.	2 Hours	Every 2 Days
3	Performance is degraded. Functionality is impaired, but most business operations continue. Workaround applied.	8 Hours	Every 3 Days
4	Customer requests information regarding product capabilities, installation, or basic configuration.	24 Hours	Every 5 Days

Note: Priority 1 cases should be logged using [the telephone](#) to ensure our quickest response, and live troubleshooting to reduce the duration of critical impact to business operations. Outside 9:00 am to 5:00 pm local Flexera Snow Support Hub business hours, P1 cases should be opened using the Premium Support contact information provided by Customer's account manager.

SaaS Support

SaaS Support is available for the following Flexera Snow products:

- Snow Atlas
- Snow Cloud Cost
- Snow Device Manager (SaaS hosted by Flexera Snow)
- Snow Risk Monitor
- Snow SaaS Management

Flexera Snow customer support is available 24 hours a day, 5 days a week, Monday through Friday (excluding Flexera Snow observed Public Holidays in Customer's region), by accessing Flexera Snow's [Support Portal](#).

[All Public holidays are published in our Support Portal.](#)

Throughout the lifecycle of the case, Support will endeavour to provide an initial response along with frequent communication updates and against the targets below. Flexera Snow case management targets are goals and not commitments:

Priority	Definition	Initial Response Time Target	Regular Communication Cadence Target
1	The Service is unavailable to all users due to software or hardware failure.	2 Hours	Daily
2	The Service is accessible, but a significant subset of functionality is unavailable to all users due to software or hardware failure.	4 Hours	Every 2 Days
3	The Service features is un-accessible, but a workaround is available.	8 Hours	Every 3 Days
4	Customer requests information regarding the Service capabilities or navigation.	24 Hours	Every 5 Days

The [Flexera Snow Atlas Software SLA](#) is also available to reference.

Support Operational Practices

Flexera Snow shall use all commercially reasonable efforts to resolve reported technical issues specific to the Software. In the event of service interruption, Flexera Snow shall endeavor to commit all reasonable resources and means to provide a workaround to restore service. Regular updates about progress in resolving code-related issues with code correction shall be supplied when possible.

Tracking IDs for cases and problem records will be provided to customers and partners. Case and problem records will be closed when issues are resolved.

Priority level classification will be submitted by Customer/Partner when the case is submitted but may be adjusted by Flexera Snow based on the definition of Priorities included in this Policy.

Reservation of Resources

All cases opened are handled in priority sequence. To better ensure availability for emergency issues, the Flexera Snow Global Support team reserves the right to defer support sessions when there is no technical issue in need of resolution. In the event of limited availability, configuration assistance and guidance sessions shall be scheduled for a later date amenable to both parties.

Cooperative Resolutions

If Flexera Snow Global Support representatives request information from a Customer, Prospect or Partner, the information must be provided before remediation efforts can continue. For example, if log files or other diagnostics evidence is requested, no remediation will proceed until Flexera Snow Global Support receives these attached to the case.

Under some circumstances, Flexera Snow Global Support may determine that a backup of the Customer, Prospect, or Partner's database is required to facilitate the troubleshooting process. Flexera Snow warrants that it shall not disclose those databases' contents to third parties. For more details, please refer to Flexera Snow Software's [Privacy Policy](#) and [Data Protection and GDPR](#) policies.

At Flexera we treat each other, our Customers, and our Partners with respect and dignity. This means that everyone is entitled to work in an environment that is free of harassment, bullying, and discrimination.

By this we mean that everyone involved must:

- Treat all individuals with respect and dignity;
- Respect and safeguard individual privacy rights;
- Prohibit violent behavior, harassment, and discrimination.

Customers or Partners who believe that there has been a violation of this policy should provide details about what happened via the [case escalation process](#), citing specific concerns.

In the event that Flexera Support Specialists believe that a Customer or Partner has violated this policy, they will issue a verbal or written request in an attempt to get back to positive collaboration. If the unwanted behaviour continues, Flexera Support Specialists may issue a verbal or written warning that they will end the contact should it continue. Finally, Flexera Support Specialists will end the contact if they have not been able to redirect the unwanted behaviour and return to positive collaboration.

When Flexera Support Specialists end a Customer or Partner contact on this basis, it is reported to their Manager who will establish some outreach with the involved parties. Flexera reserves the right to refuse service to individuals who persists in violating these safe workplace provisions.

Scope of Support

Responsibilities of Flexera Snow Support

Software defects:

- Diagnosing and reporting problems that are identified and validated by support.
- Suggesting workarounds for product defects where possible.

Documentation

- Providing guidance on how to access [new releases](#).
- Providing guidance on how to access the documentation to be able to perform installation and configuration of connectors via [Snow Docs](#).
- Providing clarification of platform compatibility.
- Providing insights and clarification on specifications and pre-requisites.

System performance and scalability:

- Providing general guidance on performance improvements and best practices.

Responsibilities of Customer and Partners

The following areas are not covered by a Support & Maintenance contract:

- Product enhancements or feature requests. Flexera Snow provides an [Ideas board](#) where customers and partners can make their suggestions for enhancements that might benefit the wider community.
- Performing product installations, upgrades, and application or database migrations is not included as part of the Flexera Snow support offerings. However, Flexera Snow will provide documentation and guidance based on best endeavors/best effort. Flexera Snow Support reserves the right to require Flexera Snow Professional Services or a Flexera Snow Partner engagement to rectify issues from failed installations, upgrades, and application or database migrations which may come at cost to the Customer.
- Integrations support is limited to validating the configuration of Flexera Snow products, and best endeavors where the issue may be caused by a misconfiguration elsewhere. For example:
 - Installing SSL certificates is not supported, but identifying issues with their installation is. Flexera Snow will recommend Customers engage with their Certificate Authority for assistance.
 - Configuring SSO within Flexera Snow products is supported, but to validate and configure Customer's IDP Flexera Snow will recommend Customers engage with their SSO provider.
 - Validating access to and authentication with Flexera Snow APIs is supported for individual endpoints, but Flexera Snow will recommend Customers engage with their developers rather than debug scripts or integrations with other platforms.
 - 3rd Party applications, code or customizations not covered by a valid support and maintenance agreement or not installed as standard.
- Routine maintenance or tuning within the environment.
- Any versions of Flexera Snow for which support services have been discontinued by Flexera Snow as documented within the End-of-Life Policy that is documented [here](#).
- Flexera Snow Support are not responsible for issues that are related to non-adherence of upgrade pre-requisites, not meeting the minimum operating specifications, loss of feature or functionality due to previous customization within the environment, reversal of any hotfix previously applied or any other non-standard or environmental post-upgrade issues.

For areas that fall outside the responsibilities of Flexera Snow Support, we recommend that Customers work with certified [Snow Solution Partners](#) or consult with [Snow Professional Services team](#) for assistance, contact their Account Manager or Customer Success Management for more information. If Customer has an assigned Flexera Snow Account Manager or Customer Success Manager, Customer should route any non-supported requests via them. If Customer does not have regular contact at Flexera Snow and want help in this regard, please [raise a support case](#) and Flexera Snow Support will facilitate the conversation.

License Non-compliance

Eligibility for Standard and Premium support services is granted providing the Customer or Partner is fully compliant with the licensing terms and periods. Flexera Snow has the right to limit or deny support services until compliance is achieved.

Other Support Limitations

Standard and Premium technical support is supplied with the understanding that there are no known or demonstrable defects in any connected system which may impair the ability of Flexera Snow Software to successfully communicate or integrate with that system.

Flexera Snow works closely with our trusted suppliers of 3rd party integrations to ensure service continuity. However, on occasion suppliers may release architecture or other changes which are unplanned for that adversely affect the use of Flexera Snow Software. In such cases Flexera Snow will communicate remediation plans as soon as possible.

Resolution Process

As deemed appropriate by Flexera Snow Support, a case could be considered resolved when resolution to an incident or problem is provided. This may be a fix, workaround, or other relief.

Where an incident or problem is pending an upcoming release, which contains a known fix to the issue, it may be set to a resolved state. If assistance is needed once the release becomes available, a new case can be opened in relation to the specific support required or issue experienced at that time.

Once a support case is set to a resolved state, and no further questions are asked via the case, it will automatically close after 7 days.

Escalation Management

Flexera Snow Software is committed to delivering high-quality Products and Support to its customers. If customers are not satisfied with the handling of their case, they can request that case is escalated using the [support portal](#).

All requests for escalation assistance will be triaged for urgency and impact before being assigned to an appropriate Manager, who will coordinate with the customer, and internally to develop an action plan to remediate the escalation.

Modifications to Support Terms

Flexera Snow may non-materially update this Policy at any time, but in no event will Flexera Snow materially degrade this Policy during the applicable Product Term for which Fees have been paid.



Flexera Usage Intelligence Terms Of Use

The following are the terms and conditions of use ("TOU") under which we will allow Ordering Activity under GSA Schedule contracts identified in the Order ("you") to access and use the Flexera Usage Intelligence solution and related analytics.revulytics.com, <https://community.flexera.com/t5/Usage-Intelligence-Knowledge/Usage-Intelligence-SDK-download-links-and-API-documentation/ta-p/140516>, and <https://community.flexera.com/t5/Usage-Intelligence/ct-p/Usage-Intelligence> (including all their subpages, subdomains, services and content, the "Web Portal") and the various software and services offered on the Web Portal and/or described herein (collectively, the "Flexera Services"). The Flexera Services are provided by (Malta) Ltd., a limited liability company incorporated under the laws of Malta, bearing company registration number C74223 and having its registered office at 171 Old Bakery Street, Valletta, VLT1455, Malta, a wholly-owned subsidiary of Flexera Software LLC (hereinafter referred to as "Flexera"). Please read these TOU carefully.

BY EXECUTING A WRITTEN ORDER FOR ANY SERVICE, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR A FLEXERA LOGIN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE SERVICE CONTAINED IN THE TOU (THE "AGREEMENT"). THE FLEXERA SERVICES ARE OFFERED TO YOU SUBJECT TO YOUR ACCEPTANCE WITHOUT MODIFICATION OF THE TERMS, CONDITIONS, AND NOTICES

CONTAINED HEREIN. For purposes of these TOU the terms "Us", "Our" and "We" all refer to Flexera. "You" refers to Ordering Activity under GSA Schedule contracts identified in the Order who accesses and/or uses our Web Portal and/or registers for and/or uses any Flexera Services we offer through our Web Portal.

These TOU should be read in conjunction with our attached **Privacy Policy**. Please also note that certain Flexera Services offered may be subject to the payment of a fee.

If you are entering this Agreement on behalf of a corporation or other legal entity (see "REGISTERING A FLEXERA LOGIN ACCOUNT ON BEHALF OF A LEGAL ENTITY," below) and that entity has entered into a master service agreement with Flexera, this Agreement will be subordinate to that agreement and, in the event any terms or provisions conflict, the terms stated in the master agreement will supersede and prevail unless the master agreement identifies specific provisions of the TOU or Agreement that prevail.

IF YOU DO NOT AGREE TO BE BOUND IN FULL BY THESE TOU, YOU ARE NOT PERMITTED TO ACCESS OR USE THIS WEB PORTAL OR TO REGISTER FOR OR MAKE USE OF OUR FLEXERA SERVICES. BY EXECUTING A WRITTEN ORDER FOR OUR FLEXERA SERVICES, YOU ARE DEEMED TO ACCEPT IN FULL THIS AGREEMENT, including THESE TOU. ANY VIOLATION OF THIS AGREEMENT MAY RESULT IN THE SUSPENSION AND/OR TERMINATION OF YOUR Flexera LOGIN ACCOUNT AND/OR ANY PRODUCT ACCOUNT OR PART THEREOF WITHOUT PREJUDICE TO ANY OTHER RIGHTS AT LAW.

ACCEPTANCE OF TERMS

This Agreement, including these TOU, may be non-materially updated from time to time to reflect changes in our Flexera Services and this Web Portal. The most current version of these TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Website pages (www.flexera.com) or by accessing www.flexera.com/terms-of-use.

Flexera may at any time non-materially modify any relevant terms, conditions, policies or notices contained in the Agreement. You acknowledge that by visiting the Web Portal from time to time and/or using any Flexera Service, you shall become bound by the current non-materially modified version of the relevant terms and conditions and, unless stated in the current version, all previous versions shall be superseded by the current version. You are responsible for reviewing the then current version each time you visit the Web Portal. Flexera reserves the right to update the TOU at any time without explicit notice to you and therefore you are to read and understand the latest TOU accessible on our Website whenever you access our Web Portal and/or use our Flexera Services.

DESCRIPTION OF SERVICES

Our Web Portal provides you with access to a variety of Flexera Services, including download areas, online data collection, data analytics & reporting, communication tools and product information. All Flexera Services, including any updates, enhancements and new features, are subject to these TOU.



Flexera reserves the right at any time and from time to time to modify or discontinue temporarily, indefinitely or permanently any Flexera Services (or part thereof) with or without notice.

PERSONAL USE LIMITATION

Except as permitted in the Section below titled “**REGISTERING A FLEXERA LOGIN ACCOUNT ON BEHALF OF A LEGAL ENTITY**,” the Flexera Services are for your personal use and may be used only for purposes of monitoring free or commercial applications owned or licensed by yourself, and you may not resell any part of the Flexera Services to third parties unless you have been authorized by us in writing.

Except as provided herein you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services included in or obtained from the Flexera Services.

REGISTERING A FLEXERA LOGIN ACCOUNT

For you to use most Flexera Services you are required to open an account with Flexera (the “**Login Account**”) through our Web Portal.

In order to register for and obtain a Login Account you are required to complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. Failure to register accordingly may limit or prohibit your access and/or use of our Services.

In order to register and use a Login Account, you confirm that you are not a minor, you are not subject to any legal or contractual prohibition and you are legally capable of contracting. In all cases you must be 18 years of age or older.

Currently registering your Login Account is FREE, subject to any fair usage limits imposed by us from time to time. The most current version of our Fair Usage Policy can be reviewed by accessing www.Flexera.com/fair-usage-policy

Flexera reserves the right to alter the Fair Usage Policy and/or the fee policy for the registering and/or using of a Login Account at any time. You are not entitled to register more than one Login Account on and for your own behalf.

You shall be fully responsible towards Flexera for all use whatsoever of your Login Account, including for creating and managing login credentials which give full access to the Login Account.

Among other things you shall:

- (i) Complete any forms required to be filled in and in so doing you shall provide true, accurate and up-to-date information, including a valid email address, and any other information requested in order to complete the sign up process.
- (ii) Choose and provide a unique password and a user name and valid email account. You are entirely responsible for maintaining the confidentiality of your password and Login Account and are prohibited from creating any fictitious details or purporting to be someone that you are not.

You shall not disclose, or permit or encourage the disclosure of your password to anyone, including to any Flexera staff.

By successfully registering a Login Account you may become entitled, amongst other things to: (i) create one or several accounts to track your individual software products (each, a “**Product Account**”), in which case you will be deemed to be an Account Administrator having full permissions to manage such Product Account; and/or (ii) subject to invitation by another Account Administrator, be granted full or limited permissions to manage other Product Accounts; in both cases subject to additional terms and conditions contained herein.

For avoidance of doubt, you may log in to your Login Account without creating a Product Account. Creating a Product Account will allow you to track products using the Flexera Usage Intelligence SDK (one software application per Product Account).

Currently, registering your first Product Account is FREE. All subsequent Product Accounts shall be subject to our Flexera Services Fees in accordance with the terms contained herein. Flexera reserves the right to alter the fee policy for registering and using Product Accounts. You are not entitled to register more than one free Product Account including by means of separate Login Accounts.



If, through your Login Account you create and enable a Product Account, you shall automatically be deemed to be the administrator of that Product Account (the **"Account Administrator"**). The Account Administrator shall be the person responsible for the Product Account at all times and shall have full rights in administering same, including (i) to terminate the respective Product Account, (ii) to apply for changes (upgrades or downgrades) in the relative pricing subscription plan for that Product Account, (iii) to set budgets for add-ons and extras for that Product Account, and (iv) to alter billing details amongst other things in relation to that Product Account.

Therefore, as Account Administrator you shall be the primary person responsible towards Flexera in respect of the Product Account created by you, whether the Product Account is created by you personally or on behalf of a legal entity (see **"REGISTERING A FLEXERA LOGIN ACCOUNT ON BEHALF OF A LEGAL ENTITY"** below).

As Account Administrator you shall be notified with a product identity number (the **"Product ID"**) to be used when integrating the Flexera Usage Intelligence SDK with your third-party software (**"TPS"**). The Product ID is to be treated as private and confidential and you shall ensure that same is not disclosed or otherwise made public, except as authorized herein to Trusted Persons (defined below).

While Flexera endeavors to implement such security measures as it deems necessary and reasonable to maintain the security of your Product ID, Flexera shall not be held responsible for any claims, damages or losses whatsoever resulting from any unauthorized disclosure or unauthorized use of the Product ID or from any skewed or incorrect data resulting from such unauthorized disclosure or use of the Product ID.

The Account Administrator is the sole person who has the authorization to invite other trusted persons (the **"Trusted Person"**) to use or manage the respective Product Account. If you determine to do so you shall (i) set appropriate limits, if any, in respect of administration and/or report viewing permissions by the authorized Trusted Person, and (ii) grant such access only by means of the appropriate Flexera function accessible from your Login Account which permits you to invite secondary users and assign them their appropriate access permissions. You shall not, therefore, give to Trusted Persons or third parties whatsoever access to your Login Account or otherwise disclose your credentials. In setting said permissions, the Account Administrator may give the Trusted Person some or all of the Account Administrator's rights to the extent that may include giving to the Trusted Person full administrative powers to view, access and/or modify the Product Account including inviting additional persons to act as Trusted Persons (who may also be given administration rights) and also having the power to revoke access to other Trusted Persons including the original Account Administrator to the Product Account.

Therefore as an Account Administrator you:

- (i) Are responsible to grant authorization only to Trusted Persons whom you trust and who are responsible and therefore to set any permissions you deem necessary; you take full responsibility for permissions set by you.
- (ii) Understand and agree that by inviting/adding other Trusted Persons to use or manage the Product Account, you shall remain responsible for all acts and omissions carried out by the Trusted Person(s) on or through your Product Account;
- (iii) By allowing Trusted Persons to access, use or manage the Product Account you warrant that each such Trusted Person has read, understood and agreed to these TOU and is aware that the Trusted Person is jointly and severally responsible for all use whatsoever of the Product Account and Flexera Services;

In the event that you or any other person(s) simultaneously have administrator privileges of a Product Account, you and such other person(s) shall remain jointly and severally responsible as Account Administrators of that Product Account irrespective of whether you created the Product Account or were otherwise invited to administrate the Product Account.

For a Product Account to be registered and remain operative, at least one Account Administrator (having full administrator rights) must remain responsible for the Product Account at all times. A sole Account Administrator who no longer desires to remain so designated shall be required to either:

- (i) assign full administrator rights to a Trusted Person, who upon accepting such rights, shall be deemed to be the Account Administrator of the respective Product Account, provided that you shall disable your own administration rights, and hence be deemed no longer responsible as Account Administrator, only after the Trusted Person has agreed to be an Account Administration, or



(ii) if the Account Administrator does not desire to assign full administrator rights (or in the event that the Trusted Person does not accept such full administrator rights), the Account Administrator shall be required to terminate the Product Account in accordance with and subject to these TOU (and/or Flexera may terminate the respective Product Account).

As Account Administrator you are and shall remain at all times, including after you have granted access to Trusted Persons, entirely responsible for any and all activities that occur under your Login Account and Product Accounts created by you.

You agree to notify Flexera immediately of any actual or suspected unauthorized use of your Login Account (or Product Accounts) or any other breach of security. Flexera will not be liable for any loss that you may incur as a result of someone else using your password, credentials or Login Account or any Product Account, either with or without your knowledge. However, you will be liable for losses incurred by Flexera or another party due to someone else using your Login Account, any Product Account, password or credentials unless Flexera was directly responsible for that misuse. You may not use anyone else's Login Account at any time.

Whether in your capacity as Account Administrator, Trusted Person or in such other capacity whatsoever, you shall not use your Login Account, any Product Account or Flexera Services for any unlawful, illegal or unauthorized purpose whatsoever, including but not limited to use as, or part of, malware, spyware, spam, or other illegitimate software or for any use of software which may harm, impede or cause damage to third-party software, hardware or systems, or which may be used for illegitimate purposes or may breach the privacy and/or integrity of persons or systems (whether or not legal). You must not, when using this Web Portal or any Flexera Service, Login Account or Product Account, violate any applicable laws or legal requirements. We reserve the rights to suspend and/or terminate any Login Account and/or Product Account without notice in the event of any legal requirements or impositions by legal order emanating from a competent court or authority.

From time to time, our (or our Corporate Affiliates', as defined below, or third-party service providers', or partners') support staff may log in to your Login Account and/or Product Account(s) by means of our internal administration account in order to maintain, service, audit or improve service, including to provide you assistance with technical or billing issues. You hereby acknowledge and consent to such access. Flexera shall not disclose your personal password used in respect of your Login or Product Account.

IF YOUR LOGIN ACCOUNT and/or any product account, OR PART THEREOF, HAS BEEN SUSPENDED OR TERMINATED YOU SHALL NOT APPLY TO REGISTER FOR AN ALTERNATIVE LOGIN ACCOUNT and/or product account WITHOUT FIRST OBTAINING OUR EXPRESS WRITTEN CONSENT.

NO BOTS

You undertake not to register any Login Account(s) or Product Account(s) by means of any bots or automated methods whatsoever except with our prior written consent. The use of any bots shall entitle us to suspend or terminate any accounts created and such use shall be deemed to be unauthorized and illegal computer misuse.

REGISTERING A FLEXERA LOGIN ACCOUNT ON BEHALF OF A LEGAL ENTITY

If you use any Flexera Services or register a Login Account on behalf of any third party (the "**Legal Entity**"), you represent and warrant that (a) you are authorized to act on behalf of, and bind to this Agreement, that Legal Entity, (b) as between the Legal Entity and you, it is the Legal Entity who is entitled to any rights hereunder, (c) you shall not disclose the Legal Entity's data to any other party without the Legal Entity's consent, and (d) you are jointly and severally responsible and liable with the Legal Entity in respect of these TOU.

The person who first registers to open a Login Account on behalf of a Legal Entity shall be deemed to be the agent and representative responsible for acting towards Flexera on behalf of the Legal Entity. By creating any Product Accounts on behalf of a Legal Entity through the Legal Entity's Login Account, the Legal Entity shall be deemed to be the Account Administrator for that Product Account and any permissions granted in respect of the Product Account are assumed to be subject to prior authorization of the Legal Entity. You warrant to have obtained such authorizations accordingly. The person who first registers to open the Login Account on behalf of a Legal Entity and the Legal Entity shall be responsible in respect of any acts or omissions of Trusted Persons to whom permissions are given.

You shall ensure that the said Legal Entity is bound by and abides by the terms of this Agreement. Flexera and any person or entity which directly or indirectly controls, is controlled by or is under common control with Flexera, whether by ownership or otherwise (each, a "**Corporate Affiliate**") make no representations or warranties for the direct or indirect benefit of any third party. With respect to third



parties, you shall take all measures necessary to disclaim any and all representations or warranties that may pertain to Flexera and its Corporate Affiliates, the Flexera Services and/or the Flexera Usage Intelligence SDK and/or the Flexera Software and/or use thereof.

PAYMENT FOR SERVICES

To be able to use all or part of our Flexera Services, you may be required to pay service fees to Flexera or our authorized reseller as applicable ("Service Fees"), in which case you agree to supply all necessary information to permit the transaction to be processed securely..

You are responsible for all data submitted to us and to ensure that you retain copies of such data. You may, at any, time change the credit card assigned to your current subscription plan to another credit card.

Generally, free Flexera services and/or accounts do not require you to provide a credit card number. If you are in doubt about any requests for disclosure of information, you are advised to contact us immediately.

We reserve our right to request any additional information from you and/or to carry out any additional checks to determine the validity of any information given to us by you. If we suspect any suspicious or fraudulent behavior we reserve the right to suspend or terminate any Flexera Services and to report this activity to competent authorities.

Generally, unless otherwise stated or agreed, our Flexera Services are billed upon execution of an Order and commencement of the Service on an annual basis for the next billing period (the

"Billing Cycle").



For any upgrade in your subscription plan, you will be charged a pro-rated amount for the remaining time of the current Billing Cycle. If any billing transaction does not go through, the upgrade shall not take place.

Any downgrading of your subscription plan, or cancellation of any Flexera Services, shall occur only on commencement of the next Billing Cycle notwithstanding that you may have requested such downgrade or cancellation prior to the next Billing Cycle. You agree that any instructions to downgrade your subscription plan or cancel services must be effected by you directly through your Login Account at least twenty-four (24) hours before the end of the current Billing Cycle, or the change will not be effective until the Billing Cycle following the next Billing Cycle. Downgrades or cancellations must be made through your Login Account; other attempts to change (such as notice by email) shall not be considered and/or executed. You may see the date and time of your Product's new Billing Cycle through the Product Administration page of your Login Account. No refunds shall be made for already-processed payments.

Flexera is not liable if downgrading your subscription plan causes the loss of content, features, or capacity of your Login Account, any Product Account, or any Flexera Services.

Our Flexera Services may allow you to register for post-paid add-ons (i.e., additional Flexera Services you request in the middle of a Billing Cycle) and extras (i.e., usage made by you of Flexera Services above the contracted limits during a Billing Cycle) and in so doing it shall be your responsibility to keep track of your post-paid activity for which you will be charged directly. No refunds shall be payable for post-paid add-ons and/or extras. For your convenience in most cases you may be able to set parameters by establishing your maximum budget constraints for any post-paid add-ons and extras and in so doing you shall be responsible to monitor and keep up-to-date such budget constraints.

Changes to your subscription plan are normally confirmed via email.

Unless otherwise stated, all fees are quoted in U.S. Dollars.

TAXES

Flexera shall state separately on invoices taxes excluded from the fees, and the [Customer] agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

GENERAL NOTICE FOR ALL SOFTWARE AVAILABLE FOR DOWNLOAD FROM THIS WEB PORTAL

Unless otherwise stated in writing by Flexera, any software, applications or code that is made available for download from the Flexera Web Portal or pursuant to the Flexera Services including any upgraded or updated versions thereof (hereinafter "Software") are the copyrighted work of Flexera and/or its suppliers and any intellectual property therein is also the property of Flexera and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included or posted online with the Software ("License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement unless he or she first agrees to the License Agreement terms.



The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF OUR SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE OR IS EXPRESSLY AUTHORIZED BY US IN WRITING.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, FLEXERA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS WITH REGARD TO THE SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT.

FOR YOUR CONVENIENCE, FLEXERA MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. FLEXERA DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. IT IS YOUR OBLIGATION TO RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND FUNCTIONALITIES MADE AVAILABLE TO YOU BY OR ON THE SERVICES OR IN FLEXERA SOFTWARE PRODUCTS.

SPECIFIC LICENSE AGREEMENT FOR FLEXERA USAGE INTELLIGENCE SDK

The Flexera Usage Intelligence SDK is a proprietary software analytics tool available for download and subsequent integration into TPS, enabling a fully hosted call- home system and including a unique direct-to-desktop messaging system to end-users of the TPS.

The download and use of the Flexera Usage Intelligence SDK (and any updates, upgrades or new versions thereof), is subject to these TOU and this License Agreement.

At present, downloading the Flexera Usage Intelligence SDK is FREE, subject to any Fair Usage Policy in effect from time to time. Flexera reserves the right to alter its fee policy.

NON-EXCLUSIVE LICENSE:- Flexera hereby grants to you a limited, revocable, non-exclusive, non-sub-licensable license to install, copy and use the Flexera Usage Intelligence SDK solely as necessary for its integration with one or more of your TPS that you own and control and for subsequent distribution of your SDK- enabled TPS to end-users for purposes of remotely collating and reviewing analytical data and statistics about your TPS through our online Flexera Software.

The Flexera Usage Intelligence SDK is available for download on an "AS IS" basis and THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS MADE BY FLEXERA AND/OR ITS CORPORATES AFFILIATES, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE FLEXERA SERVICES, ANY FLEXERA SOFTWARE (INCLUDING THE FLEXERA USAGE INTELLIGENCE SDK), ANY DOCUMENTATION AND REPORTS PROVIDED BY FLEXERA OR THROUGH THE FLEXERA SERVICES, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.

Without limiting the above, Flexera does not warrant that the Flexera Service, the Flexera Usage Intelligence SDK, and/or any documents or reports will meet your needs or be free from errors, or that the operation of the service will be uninterrupted. Neither does Flexera guarantee that the Flexera Usage Intelligence SDK can be successfully integrated with your TPS and/or that the integration with your TPS will not cause any undesirable technical, administrative or financial effects to your TPS or your business. The integration and subsequent use by you of the Flexera Usage Intelligence SDK is at your risk.

The foregoing exclusions and disclaimers are an essential part of this Agreement and formed the basis for determining the price charged.



You will not, nor will you encourage or permit any third party to, (i) copy, modify, adapt, translate or otherwise create derivative works of the Flexera Usage Intelligence SDK or any documentation related thereto; (ii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Flexera Usage Intelligence SDK, except as expressly permitted by the law in effect in the jurisdiction in which you are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Flexera Usage Intelligence SDK or any documentation; (iv) remove any proprietary notices or labels on the Flexera Usage Intelligence SDK or placed by any Flexera Service; or (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of any Flexera Service or the Flexera Usage Intelligence SDK.

You will use the Flexera Usage Intelligence SDK, Flexera Services and any reports generated solely for your own internal use.

You will comply with all applicable laws and regulations in your use of and access to the Flexera Usage Intelligence SDK, Flexera Services, documentation, and reports.

This license will terminate immediately if you fail to comply with the terms of this Agreement. Upon such termination, you must destroy all originals and copies of the Flexera Usage Intelligence SDK (and any related code and documentation) in your possession and so certify in writing to Flexera within three (3) business days of request by Flexera and cease any further use of the Flexera Services without the express written consent of Flexera.

In the case where Flexera receives reports that your software may contain malware or some form of illegitimate behavior or else if we suspect that your usage of the Flexera Usage Intelligence SDK or Flexera Services breaches this Agreement, you agree to fully cooperate with Flexera in investigating these claims. For this purpose, within 48 hours from a request by Flexera, you agree to provide in writing to Flexera any information so requested, including but not limited to any use whatsoever of the Flexera Usage Intelligence SDK, the purpose of its use and the locations where it is installed, hosted and used. Upon Flexera's request, you shall submit a copy of your software with which our Flexera Usage Intelligence SDK is integrated (and all material and support necessary to get the product installed and running in a timely manner) so that our engineers can confirm that the Flexera Usage Intelligence SDK (and our Flexera Services) are being used appropriately in accordance with terms of this TOU and License Agreement and you hereby grant us a temporary, royalty free, worldwide license for such purposes. The software and license will be uninstalled and copies thereof destroyed once tests are finalized.

SERVICE LEVELS

Flexera does not guarantee that the Flexera Services (including the Flexera Software) will be operable at all times and you expressly acknowledge that they will generally not be available during any down time caused inter alia by (1) outages to any public Internet backbones, networks or servers, (2) any failures of our or your equipment, systems or local access services, (3) previously scheduled maintenance or (4) events beyond Flexera's control (including the control of its Corporate Affiliates, partners and third-party service providers) such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where Flexera (or its Corporate Affiliates, partners and third-party service providers) or our or your servers are located or co-located.

SUPPORT

If you require any support in relation to any Flexera Services and/or Flexera Software or SDK modules downloadable from our Web Portal, you are encouraged to first use our self-service helpdesk located at <https://community.flexera.com/t5/Usage-Intelligence/ct-p/Usage-Intelligence> and read the relevant Knowledge Bases and/or FAQs. Should you fail to answer your query you may contact us by opening a support ticket at <https://community.flexera.com/t5/Usage-Intelligence/ct-p/Usage-Intelligence> or by emailing us on https://community.flexera.com/t5/Flexera-Software-Community/ct-p/Flexera_Software_Community.

Unless otherwise stated, support is only available via email. We shall endeavor to respond to support requests as soon as possible; however our official support working hours are weekdays from 9 a.m. to 5 p.m. ET.

Notwithstanding the foregoing, we do not guarantee that we will be able to give support or that any support we give will be successful. Generally, Flexera endeavors from time to time to supply, free of any additional charge, standard updates and/or upgrades of the Flexera Services and/or Flexera Software to users having a Login Account; however we cannot and do not guarantee that all updates and upgrades



shall be made available free of charge particularly when an issue or defect is not covered by our standard default services and may require some form of customer-specific customization or fix-around.

If you require any customization of our Flexera Services or Software or make a request for new services, such customization or new services may be subject to additional costs and fees as shall be agreed in writing between us and you. Whether we supply any update, upgrade, customization or new service, and whether same shall be at an additional cost or fee, is at our sole discretion.

DOCUMENTS AVAILABLE ON the WEB PORTAL

Permission to use any texts and/or documents on the Web Portal is granted, provided that (1) the below copyright notice appears in all copies and that both our copyright notice (below) and this permission notice appear, (2) use of such text and/or documents from the Flexera Services is for informational and personal/business use only and not for resale or redistribution and will not be copied or posted on any network computer or broadcast in any media except as may be permitted by us, and (3) no modifications of any documents are made.

Such texts and/or documents specified above do not include the design or layout of the Flexera Web Portal or any other Flexera owned, operated, licensed or controlled site.

The Flexera Web Portal, the Flexera Services and all rights therein, including their look and feel belong to Flexera. All rights therein, whether registered or registerable, belong to Flexera. Web pages and other elements of our Flexera websites are protected by copyrights, trademark rights, unfair competition laws, and other laws and may not be copied or imitated whether in whole or in part. No image, logo, graphic or sound from any Flexera Web Portal may be copied or retransmitted unless expressly permitted by Flexera. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without our express written consent.

FLEXERA AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF OUR WEB PORTAL AND/OR THE FLEXERA SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FLEXERA AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Any documents, texts and related graphics published on the Flexera Web Portal or accessible via our Flexera Services may include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. Flexera and/or its respective suppliers may make improvements and/or changes in the Web Portal, Flexera Services and/or the software program(s) described herein at any time.

IMPORTANT NOTICES

YOU UNDERSTAND AND AGREE THAT FLEXERA USES THIRD-PARTY VENDORS, HOSTING PARTNERS AND SERVICE PROVIDERS TO PROVIDE THE NECESSARY HARDWARE, SOFTWARE, NETWORKING, STORAGE, AND RELATED TECHNOLOGY REQUIRED TO RUN THE FLEXERA WEB PORTAL, FLEXERA SERVICES INCLUDING THE HOSTING OF OUR FLEXERA USAGE INTELLIGENCE SDK AND FLEXERA SOFTWARE. YOU FURTHER UNDERSTAND THAT THE TECHNICAL PROCESSING AND TRANSMISSION OF THE SERVICES, INCLUDING YOUR CONTENT, MAY BE TRANSFERRED AND/OR RE-DIRECTED UNENCRYPTED OVER ONE OR SEVERAL NETWORKS AND MAY REQUIRE MODIFICATIONS TO CONFORM AND ADAPT TO TECHNICAL REQUIREMENTS OF INTERCONNECTING NETWORKS AND/OR DEVICES.

Flexera does not warrant that (i) the Flexera Web Portal , Flexera Services, Flexera Usage Intelligence SDK and/or Flexera Software will meet your specific requirements, or (ii) that they will be uninterrupted, timely, secure, or are error-free, free of viruses or other harmful components or (iii) that the results that may be obtained from their use shall be accurate or reliable, or (iv) that the quality of any products, services, information, or other material purchased or obtained by you through the Flexera Web Portal , Flexera Services, Flexera Usage Intelligence SDK and/or Flexera Software will meet your expectations, and/or (v) that any errors or defects therein can or will be corrected

FLEXERA WARRANTS THAT THE FLEXERA SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH FLEXERA SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING YOUR RELIANCE ON AND USE OF THE FLEXERA SERVICES IS AT YOUR SOLE RISK. THE FLEXERA SERVICES ARE PROVIDED ON AN

"AS IS" BASIS AND "AS AVAILABLE" BASIS



YOU AGREE THAT FLEXERA SERVICES CAN BE DOWN FOR SCHEDULED AND/OR UNSCHEDULED SERVER/SERVICE MAINTENANCE OR UPGRADES. WHEN POSSIBLE WE WILL NOTIFY YOU BY EMAIL AND/OR ON OUR WEB PORTAL AT LEAST TWENTY FOUR (24) HOURS PRIOR TO SCHEDULED MAINTENANCE OR UPGRADES AND WE WILL MAKE REASONABLE EFFORTS TO MINIMIZE DOWNTIME AND GET THE SERVICE BACK TO FULLY OPERATIONAL PROMPTLY.

WHILE FLEXERA USES ITS BEST ENDEAVORS TO ENSURE CONTINUED AND SECURE PROVISION OF ITS SERVICES, YOU UNDERSTAND AND AGREE THAT DUE TO THE NATURE OF THE FLEXERA SERVICES AND THE INTERNET, IN NO EVENT SHALL FLEXERA AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM THE RELIANCE BY YOU ON OUR WEB PORTAL AND FLEXERA SERVICES (INCLUDING THE FLEXERA SOFTWARE), FOR ANY LOSS OF USE, DATA, PROFITS OR GOODWILL OR OTHER LOSSES WHATSOEVER, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH *INTER ALIA* THE (I) USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES, OR (II) THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR (III) STATEMENTS OR CONDUCTS OF THIRD PARTIES, OR (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA OR (V) ANY OTHER MATTER RELATING TO YOUR USE OF OUR WEB PORTAL AND/OR FLEXERA SERVICES OR FLEXERA USAGE INTELLIGENCE SDK. HISTORICAL DATA IS RECORDED ONLY FOR YOUR CONVENIENCE PURPOSES AND FLEXERA DOES NOT GUARANTEE THAT SUCH DATA SHALL REMAIN ACCESSIBLE OR RECORDED INDEFINITELY.

IN ANY EVENT THAT SUCH EXCLUSION OF LIABILITY (OR PART THEREOF) IS NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF FLEXERA SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY YOU TO FLEXERA IN THE TWELVE MONTHS PRIOR TO THE DEFAULT GIVING RISE TO SUCH LIABILITY.

YOU ARE ADVISED TO TAKE OUT NECESSARY INSURANCES TO COVER ANY RISKS AND TO MAKE ANY SECONDARY BACK-UPS FOR YOUR OWN USE.

As one feature of our Flexera Services, certain Login Account holders may, having downloaded our Flexera Usage Intelligence SDK (and successfully integrated it with their software) remotely access, view, read, and print statistics and other information via our online program application, provided that you understand that this feature of the Flexera Services shall not function unless and until you shall have obtained a Product ID, having created a Product Account through your Login Account in accordance with and subject to these TOU.

The use of this feature of the Flexera Services may be subject to such additional Flexera Usage Intelligence SDK License Agreement as may be notified to you, and all the TOU contained herein, and any Fair Usage Policy issued by us from time to time. For the avoidance of doubt, your use of the Flexera Services, including this feature, indicates your consent to our TOU, Fair Usage Policy and Flexera Usage Intelligence SDK License Agreement, if any. In the event that any terms contained in the Flexera Usage Intelligence SDK License Agreement or Fair Usage Policy conflict with these TOU, the provisions of the Flexera Usage Intelligence SDK License Agreement shall be deemed to supersede these TOU.

The use of the Flexera Services is subject to the Flexera Pricing Schedule, depending on the subscription plan purchased which varies according to the number of active installations of the Flexera Usage Intelligence SDK. Generally this is subject to a monthly fee, a pay per use above-quota basis fee, and/or prepaid bundle fees; provided that we reserve the right to amend our pricing structures and/or offer special offers from time to time. Depending on the subscription plan your entitlements may vary accordingly, including in respect of (a) the amount of user accounts authorized to use a single application, (b) the length of time during which your user history (which may include raw, processed, personally identifiable, statistical or analytics data or reports) may be retained on our servers hereinafter "**Historical Data**", (c) the amount of ReachOutTM messages you may send to your customers, (d) the email reports you may download or print, (e) sms reports, (f) feature tracking, (g) exception tracking and/or (h) applications managed through a single account, amongst other things which may vary from time to time. Other fees are payable for any add-ons.

You are advised to read and understand our subscription plan(s) prior to purchase, and to contact us in case of doubt. Any quotas, including where indicated as being "unlimited" are subject to our Fair Usage Policy. The most current version of our Terms of Use is attached hereto.



You agree that the purchase and download of our Flexera Usage Intelligence SDK by you is deemed to render the Flexera Usage Intelligence SDK 'unsealed software' and an immediate provision of a service and therefore no right of withdrawal can be exercised also because by its nature, it cannot be returned. The purchase of a subscription plan is also deemed to be the immediate provision of a service and non-returnable and therefore no right of withdrawal can be exercised.

You agree that Flexera shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from the use of Flexera Usage Intelligence SDK, any Flexera Software, or any Flexera Services or third-party products that access data via the Flexera Services) or from reliance upon any reports or Historical Data provided through the Flexera Services and/or Flexera Software.

For clarification, Flexera may use anonymous statistical data and intelligence generated by your use of the Web Portal, Flexera Usage Intelligence SDK, Flexera Software and/or Flexera Services for historical and comparative reasons, for improving support and maintenance and for improving and extending its business.

Actual or suspected abuse or excessively frequent requests beyond the parameters described in the Fair Usage Policy via the Flexera Services, including without limitation, any functionality related to the Flexera Usage Intelligence SDK and/or Flexera Software may result in the temporary or permanent suspension of a Login Account, any Product Account or any other Flexera Services offered.

Suspension, for whatsoever reason, of any Login Account (and/or Product Account) will mean that several functions of the Login Account, Product Account, Flexera Usage Intelligence SDK and/or Flexera Services will stop functioning and/or will no longer be available to you (and to such persons acting as Account Administrator and/or as Trusted Persons).

We have no control over how you use our Flexera Usage Intelligence SDK once you download it and integrate it with your software and therefore you shall be responsible for your use of the Flexera Usage Intelligence SDK and the data collected through the Flexera Services and/or Flexera Software. You will not, and will not encourage or permit any third party, to use the Flexera Services, including the Flexera Software to unlawfully track or collect personally identifiable information of any end-users, nor will you (or will you allow any third party to) unlawfully associate any data gathered through the Flexera Services, including the Flexera Software, with any personally identifying information of end-users.

The Flexera Services require the collection and processing of your end-user's IP address, which is used only for purposes of collating the country-of-origin of that end-user through a GeoIP service. Each installation of the Flexera Usage Intelligence SDK is identified with a unique auto-generated code to permit the continued and seamless recognition of the unique end-user, which auto-generated code will be processed anonymously by Flexera. Therefore, while you undertake to carry out all communications with your clients in a lawful manner, you shall at all times be responsible for respecting and protecting their privacy, confidentiality and similar rights. You will have and abide by an appropriate and lawful privacy policy and will comply with all applicable laws, including without limitation those laws relating to the collection and processing of information from end-users. YOU SHALL NOTIFY YOUR CLIENTS WITH A CLEAR, CORRECT AND UP-TO-DATE PRIVACY POLICY, WHICH POLICY MUST BE EASILY ACCESSIBLE AT ALL TIMES TO THEM. YOUR PRIVACY POLICY SHALL PROVIDE NOTICE OF YOUR USE OF THE FLEXERA SERVICES WITH YOUR TPS USED TO LAWFULLY COLLECT DATA ABOUT THE PERFORMANCE AND USE OF YOUR TPS BY YOUR CLIENTS. YOU SHALL INFORM YOUR CLIENTS THAT YOUR SOFTWARE (AND ANY ASSOCIATED TPS) IMPLEMENTS A CALL-HOME SYSTEM WHICH COLLECTS AND PROCESSES DATA, which MAY INCLUDE WITHOUT LIMITATION PERSONALLY IDENTIFIABLE DATA AS WELL AS CERTAIN STATISTICAL DATA, AND TRANSMITS THIS DATA TO A CLOUD SERVER FOR STORAGE AND FURTHER PROCESSING BY YOURSELF AND FLEXERA AND/OR FLEXERA'S PARTNERS, THIRD-PARTY SERVICE PROVIDERS, AND/OR CORPORATE AFFILIATES.

You understand that certain uses of the Flexera Usage Intelligence SDK, the Flexera Software, and the Flexera Services, including the processing of personal and sensitive data, may be subject to certain laws, regulations and/or codes of conducts which may vary depending on the jurisdiction. Flexera accepts no responsibility whatsoever in this respect and it is your obligation to ensure that the use of our Flexera Services, including the Flexera Usage Intelligence SDK and the Flexera Software, is lawful and does not infringe any laws or violate any right of third parties in each jurisdiction where you make your software and services available.



In such a case, Flexera will provide you with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. Flexera reserves the right, at its own expense, to assume the defense and control of any matter. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If you provide access to your Login Account or any portion thereof to any third party or use the Flexera Services to collect information on behalf of any third party, whether or not you are authorized to do so by Flexera or its Corporate Affiliates, the terms of this clause shall apply to you.

Flexera reserves the right, in its sole discretion, to determine cases of abuse or excessive usage and may (but is not obligated to) make a reasonable attempt via email to warn the account owner prior to suspension.

UNLAWFUL AND/OR PROHIBITED USE OF FLEXERA SERVICES

As a condition of your use of our Web Portal and/or the Flexera Services, you will not use, attempt to use or encourage the use by third parties of the Web Portal and/or any Flexera Services for any purpose that is unlawful or prohibited by this Agreement, including these TOU and any terms, conditions, and notices contained herein.

You may not use, encourage or permit the use of the Web Portal and/or Flexera Services in any manner that could damage, disable, overburden, or impair any Flexera server, or the network(s) connected to any Flexera server, or interfere with any other party's use and enjoyment of any Services. You must not modify, adapt or hack the Flexera Services or modify another website so as to falsely imply that it is associated with Flexera or any Flexera Services (including the Flexera Software).

You may not attempt to gain unauthorized access to any Flexera Services, other accounts, computer systems or networks connected to any Flexera server or to any of the Flexera Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Flexera Services.

You further agree not to use the Web Portal and/or any Flexera Services to store, send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify Flexera and its Corporate Affiliates against any loss, liability, damage or expense of whatever nature which the Flexera, any of its Corporate Affiliates, or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the Web Portal and/or Flexera Services to send or post any such message or material.

Any direct or indirect verbal, physical, written or other abuse (including threats of abuse or retribution) of any Flexera customer, employee, member, or office will result in immediate suspension or termination of your Login Account and any Product Account(s).

Flexera reserves the right to temporarily suspend and or terminate an account (with or without prior notice) if the Flexera Usage Intelligence SDK or any of our Flexera Services (including the Flexera Software) is likely to negatively affect our systems or services.

USE OF ANCILLARY SERVICES

Our Web Portal and the Flexera Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities, including ReachOut™ designed to enable you to upload information and/or to otherwise communicate with others, (each, a "**Communication Service**").

Materials uploaded to the Communication Services may be subject to posted rules and limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.



You agree to use the Communication Services only to post, store, send and receive messages and material that are proper and lawful and, when applicable, related to the particular Communication Service.

Amongst other things you agree that you shall not directly and/or indirectly:

- (i) Create a false identity for the purpose of misleading others.
- (ii) Upload or transmit files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- (iii) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- (iv) Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- (v) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- (vi) Store, publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information including pornographic or illegal data whether as imagery, videos, sound or in whatsoever other format, whether on our servers or otherwise.
- (vii) Upload, store, share or otherwise make available, whether on our servers or otherwise, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- (viii) Use any material or information, including images or photographs, which are made available through the Communication Services or other Flexera Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- (ix) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- (x) Download any file posted by another user that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- (xi) Restrict or inhibit any other user from using and enjoying the Communication Services.
- (xii) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- (xiii) Harvest or otherwise collect information about others, including email addresses.
- (xiv) Violate any applicable laws or regulations.
- (xv) Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Flexera has no obligation to monitor the Communication Services. However, Flexera reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion.

We may, but have no obligation to, remove content and Login Accounts and/or any Product Account containing content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, obscene, pornographic or otherwise objectionable or violates any party's intellectual property or these TOU.



Flexera reserves the right at all times to disclose any information as Flexera deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Flexera's sole discretion. Flexera further reserves the right to blacklist and publish any person who directly or indirectly is or is likely to be a spammer or malicious user.

PERSONAL DATA AND DATA PROTECTION

For the purposes of the European Union Data Protection Directive (95/46/EC) (the "**Directive**") and any applicable national legislation implementing the Directive including without limitation the Data Protection Act, Chapter 440 of the Laws of Malta), you will be considered to be the Data Controller and as a result you undertake to obtain any and all data protection consents and to provide any notices required to permit Flexera to hold, use, disclose or otherwise process any Personal Data generated (where "**Data Controller**" and "**Personal Data**" have the same meaning as in the Directive) for the purposes of providing the Flexera Services.

Flexera shall process the Personal Data only on and subject to your instructions from time to time and shall not process the Data for any other purpose. Flexera shall implement and maintain appropriate technical and organizational security measures against unauthorized access to, or unauthorized alteration, disclosure or destruction of, the Personal Data.

You agree that you shall remain solely responsible for determining the contents and use of the Personal Data. You acknowledge that you (or the Legal Entity you represent) are the Data Controller in relation to the Personal Data and Flexera is a Data Processor in relation to the Personal Data.

The Flexera Services require the collection and processing of end-user's IP addresses which are used only for purposes of collating the country-of-origin of that end-user through a GeoIP service. While Flexera undertakes to carry out all communications with your end-users in a lawful manner, You shall at all times be responsible for respecting and protecting end-user privacy, confidentiality and similar rights. You will have and abide by an appropriate and lawful privacy policy and will comply with all applicable laws relating to the collection and processing of information from end-users. You will not, and will not encourage or permit any third party, to use the Flexera Services to unlawfully track or collect personally identifiable information of any end-users. It is your obligation to ensure that the use of Flexera Services, including the Flexera Usage Intelligence SDK and the Flexera Software, is lawful and does not infringe any laws or any right of third parties in any country.

YOU SHALL NOTIFY END-USERS OF THE TPS WITH A CLEAR, CORRECT AND UP-TO-DATE PRIVACY POLICY, WHICH POLICY MUST BE EASILY ACCESSIBLE AT ALL TIMES TO THEM. YOU SHALL INFORM YOUR END-USERS THAT THE SOFTWARE (AND ANY ASSOCIATED TPS) IMPLEMENTS A CALL-HOME SYSTEM WHICH COLLECTS AND PROCESSES DATA, which MAY INCLUDE WITHOUT LIMITATION PERSONALLY IDENTIFIABLE DATA AS WELL AS CERTAIN STATISTICAL DATA, AND TRANSMITS THIS DATA TO A CLOUD SERVER FOR STORAGE AND FURTHER PROCESSING BY YOURSELF AND FLEXERA AND/OR FLEXERA'S PARTNERS, THIRD-PARTY SERVICE PROVIDERS, OR CORPORATE AFFILIATES.

Flexera retains the right to utilize servers located both within and outside the European Union and the European Economic Area and to this regard you must ensure that any Data Subject (as defined in the Directive) gives consent to such transfer of data.

CAUTION – YOUR PERSONAL DATA

Always use caution when giving out any personally identifiable information about yourself, your friends or your children in any Communication Services. Flexera does not control or endorse the content, messages or information found in any Communication Services and, therefore, Flexera specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services.

MATERIALS YOU PROVIDE

Flexera does not claim ownership of the materials you provide. However, by posting, uploading, inputting, providing or submitting any submission on or through our Web Portal, Helpdesk, Community area or Flexera Services you hereby grant Flexera, its Corporate Affiliates and necessary sub-licensees permission to use your submission in connection with the operation of their businesses (including, without limitation, all Flexera Services), including, without limitation, the royalty-free and perpetual license rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; to publish your name in connection with your submission; and to sublicense such rights to any supplier of the Flexera Services.

No compensation will be paid with respect to the use of your submission, as provided herein. Flexera is under no obligation to post or use any submission you may provide and Flexera may remove any submission at any time in its sole discretion.



By making a submission you warrant and represent that you own or otherwise control all of the rights to your submission as described in these TOU including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the submissions.

In addition to the warranty and representation set forth above, by posting a submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("**Images**"), you warrant and represent that:

- (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these TOU and the Flexera Services,
- (b) you have the rights necessary to grant the licenses and sublicenses described in these TOU, and
- (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these TOU, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images.

By posting images, you are granting permission to use your Images in connection with the use, as permitted by these TOU, of any of the Flexera Services, and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Flexera Services. No compensation will be paid with respect to the use of your Images.

TERMINATION OF YOUR FLEXERA SERVICE(S) AND ACCOUNT(S)

If you desire to terminate your Login Account you must contact us to terminate your Login Account and Flexera Services by sending a support ticket via our helpdesk at <https://community.flexera.com/t5/Usage-Intelligence/ct-p/Usage-Intelligence>. You are responsible for properly cancelling your Login Account according to the stipulated procedures. In such event, if at the time you make the request you are the sole Account Administrator of a Product Account you shall first be required to terminate the Product Account and/or assign your full administration rights to a Trusted Person before we can terminate your Login Account.

As an Account Administrator or as Trusted Person having full administration rights you may cancel a Product Account by accessing the "Product Administration Page" through your Login Account. If the Product Account has multiple administrators Flexera shall not require authorization of all the said administrators prior to termination even though it may, in its discretion, notify all said administrators that the Product Account may be or has been terminated.

Upon termination of your Login Account and/or a Product Account, all Flexera Services and any Historical Data which may have been stored to be accessed by you through our Flexera Services shall no longer be available for access or use by you following thirty days from the termination date unless a purchase by means of a separate written agreement for the exchange and transfer of such data is entered into as a condition prior to termination. All and any Historical Data, content, data, statistics or other information whatsoever related to or resulting from your Login Account, any Product Account, and Flexera Services may be immediately deleted. This information cannot be recovered once your Login Account and/or Product Account is cancelled provided that Flexera reserves the right to retain anonymous data for historical and comparative reasons, for improving support and maintenance and for improving and extending its business.

Upon suspension or termination for any reason whatsoever or upon request by you for termination, whichever is the earlier, any outstanding balance owed to Flexera for Services provided up to and including the termination date by you becomes immediately due and payable and interests will be included in the amount owed. Late payments may, at our discretion, incur a lawful interest rate from the date such payment was due. For avoidance of any doubt, until all such outstanding balances or dues owed to us have been fully paid up you and any Account Administrator shall remain responsible towards Flexera.

Any breach of the Agreement including these TOU may result in the deactivation or deletion of your Login Account and/or Product Account(s) and/or your access to your Login Account and/or Product Account(s), and/or the forfeiture and relinquishment of all information in and relating to your Login Account and/or Product Account(s).

EXTERNAL LINKS TO THIRD PARTY SITES



Some links on our Web Portal may require you to leave the Web Portal and access a third-party site (“**linked site**”).

The linked sites are not under the control of Flexera and Flexera is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use.

Flexera is not responsible for webcasting or any other form of transmission received from any linked site. The inclusion of any link does not imply endorsement by Flexera of the linked site.

COPYRIGHT NOTICE

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INTELLECTUAL PROPERTY, TRADEMARKS & TRADENAMES

All rights in and to the Web Portal, the Flexera Software (including the Flexera Usage Intelligence SDK and the Flexera Services not expressly granted to you in this Agreement are hereby expressly reserved and retained by Flexera and its licensors without restriction.

All Flexera trademarks, names, service marks, logos and tradenames displayed on this Web Portal or through any Flexera Service are the property of Flexera and/or its Corporate Affiliates, as the case may be, whether registered or otherwise, and nothing contained herein should be construed as granting, transferring or assigning any license or rights therein. Any rights not expressly granted herein are reserved.

EXPORT CONTROLS

You shall not and shall not allow any third party to access, download, use, export or re-export any part of the Flexera Web Portal, Software, or Services in violation of applicable export or import restrictions, laws or regulations of the United States or any other foreign agency or authority.

CONFLICT

Where any conflict or contradiction appears between the provisions of these TOU use and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular page or functionality of the Web Portal shall prevail in respect of your use of the relevant page or functionality of the Web Portal.

WAIVER

No extension of time which either you or Flexera may grant will constitute a waiver of or limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

CESSION

Flexera shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

SEVERABILITY

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto*, provided that the intention of the parties shall be enforced to the extent lawful and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

GOVERNING LAW AND VENUE

The Agreement including these TOU and any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with U.S. federal law and the Federal laws of the United States.



COMMENTS OR QUESTIONS

If you have any questions, please **contact us** at: https://community.flexera.com/t5/Flexera-Software-Community/ct-p/Flexera_Software_Community.

Lifecycle and End-of-Life Policy

Flexera provides support and maintenance during the stated time periods for each of the releases of each of its products, the "lifecycle".

The lifecycle allows customers and partners to plan, deploy, and support Flexera products effectively. The Flexera product lifecycle for each release spans a total of up to 4 years. In each case, the period is counted from the date of the release - referred to as the general availability (GA) date. Flexera provides this lifecycle for transparency but may make exceptions from this policy if conflicts arise.

Definitions

- A product update means patches, additions, modifications, and new versions of the Software incorporating such patches, additions, and modifications that are provided to Customers by Flexera and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that Flexera considers to be a separate product or for which Flexera charges its customers extra or separately. Any update may be released independent of customer reported issues.
- A critical issue is a bug present in the latest GA version of a product for which there is no suitable workaround and which materially prevents use of that product.
- A critical security vulnerability is a vulnerability present in the latest GA version of a product and which has a CVSS v2 score ≥ 7.0 .

Details

The lifecycle for a version of a Flexera product consists of a Standard Lifecycle for all Flexera products, followed by a Limited Lifecycle.

In all cases the Standard Lifecycle begins from the date of a GA version. A service pack or patch on a GA release ends its lifecycle stages at the same time as the related GA release.

Lifecycle Dates

To view product-specific Standard, Limited, and Extended lifecycle dates, click a product name in the End of Life Notices list on the Flexera End-of-Life page.

Support Types Available

During Standard Lifecycle

- **Enhancement requests.** Provided at Flexera's discretion, and delivered in a future planned release according to their priority relative to other enhancements, issues, security updates, and features. Enhancements are not back-ported to old releases.
- **Security Updates.** Flexera aims to prioritize updates for critical security vulnerabilities in the next release. If explicitly requested, and at Flexera's discretion, a critical security vulnerability update may additionally be delivered as part of a service pack on the most recent GA release. If Flexera determines a product update is required for a non-critical security vulnerability, the update will be prioritized relative to other security updates, issues, enhancements, and features.
- **Issues Resolution.** Flexera aims to prioritize updates for critical issues in the next release. If explicitly requested, and at Flexera's discretion, a product update for a critical issue may additionally be delivered as part of a service pack on the most recent GA release. If Flexera determines a product update is required for a non-critical issue, the update will be prioritized relative to other issues, security updates, enhancements, and features.
- **Problem Investigation**
- **Knowledge Base Access**
- **Forums**
- **Access to Product Archives**
- **Access to Documentation**

During Limited Lifecycle

- **Security Updates.** Most security vulnerabilities present in an old release will be resolved either via workaround or by upgrading to the latest GA release. However, if explicitly requested, and at Flexera's discretion, a critical security vulnerability update may be delivered as a hotfix on a Limited Support release, provided that every possible avenue for upgrading to an updated Standard Support release has been exhausted.
- **Issues Resolution.** Most bugs present in an old release will be resolved either via workaround or by upgrading to the latest GA release. However, if explicitly requested, and at Flexera's discretion, a product update for a critical issue may be delivered as a hotfix on a Limited Support release, provided that every possible avenue for upgrading to an updated Standard Support release has been exhausted by the customer.
- **Problem Investigation**
- **Knowledge Base Access**
- **Forums**

- **Access to Product Archives**
- **Access to Documentation**

During Extended Lifecycle

- **Security Updates.** Most security vulnerabilities present in an old release will be resolved either via workaround or by upgrading to the latest GA release. However, if explicitly requested, and at Flexera's discretion, a critical security vulnerability update may be delivered as a hotfix on a Limited Support release, provided that every possible avenue for upgrading to an updated Standard Support release has been exhausted.
- **Problem Investigation for Critical Security Vulnerabilities**
- **Knowledge Base Access**
- **Forums**
- **Access to Product Archives**
- **Access to Documentation**

At End-of-Life (After Limited Lifecycle)

- **Knowledge Base Access**
- **Forums**
- **Access to Product Archives**
- **Access to Documentation**

Timing of Fixes for Issues and Vulnerabilities

During Standard Lifecycle

- Customers can request problem investigation for any issue or security vulnerability.
- Flexera will target the fixing of critical bugs or critical security vulnerabilities in the next planned release. Most Flexera products release at least once every quarter.
- If explicitly requested, and at Flexera's discretion, a critical issue resolution or critical security update may be delivered as part of a service pack on the most recent GA release.

During Limited Lifecycle

- Customers can request problem investigation for any critical issue or critical security vulnerability.

- Flexera may provide hotfixes for critical issues or critical security vulnerabilities at its discretion, provided that every possible avenue for upgrading to an updated most recent GA release has been exhausted by the customer.

During Extended Lifecycle

- Customers can request problem investigation for any critical security vulnerability.
- Flexera may provide hotfixes for critical security vulnerabilities at its discretion, provided that every possible avenue for upgrading to an updated most recent GA release has been exhausted by the customer.

Flexera Privacy Notice

This document was last updated March, 2025

We appreciate your interest in our websites referencing this Flexera Privacy Notice, and offered services and products, including online communities and service platforms owned and operated by Flexera, Snow, Reverera or Brainware (collectively, our “Websites” and together with our services and products, our “**Services**”). Privacy protection is very important to us, and we are committed to protecting and respecting your privacy. This privacy notice sets out information about how we collect, store, transfer, use and otherwise process personal information as well as information on the rights you have.

Note that we may provide additional specific privacy notices for some instances, to which we will refer to in these cases and which will not be overridden by this privacy notice.

This privacy notice contains the following sections which you can directly access by clicking on the respective section:

A. General Provisions

1. Who we are.

Flexera Software LLC, 300 Park Blvd, Suite 400, Itasca, IL 60143, (“**Flexera Software LLC**”) is generally responsible for and controls the processing of your personal information collected through the Services.

However, if you retain Services directly from a local Flexera group company (i.e., when you have concluded a contract with one of the local Flexera group companies) or otherwise do business with that Flexera group company and share personal information with that company, that company is the data controller in relation to all personal information obtained, used and otherwise processed in relation to such Services.

The expressions “**Flexera**”, “**we**”, and “**our**” include Flexera Software LLC and any other Flexera group company from whom you retain Services.

Any Services where a Flexera group company processes personal information based on a data processing agreement entered with you or your employer (or other similarly situated entity) are not covered by this privacy notice. Transfers to subsequent third parties and the processing of personal information in this context are covered by the service agreements with our customers.

2. Global applicability and region-specific disclosures.

This privacy notice is designed to apply to our Website visitors, users of our Services and other companies and users interacting with us on a global basis. Therefore, [section A](#) applies to any processing of personal information worldwide.

We may choose or be required by law to provide different or additional disclosures relating to the processing of personal information about users from certain countries, regions or states. Please refer below for disclosures that may be applicable to you:

Europe

The processing covered by the Europe-specific privacy disclosures contained in section B include our processing of personal information (i) relating to individuals in the European Union, the UK, Switzerland, Liechtenstein, Norway and Iceland - all of which will, for the purpose of this privacy notice, be defined as “Europe” - if we either offer goods or services to such individuals or monitor their activities in Europe, or (ii) where the processing is undertaken by or on behalf of a Flexera group company located in Europe.

United States

If you are a resident of the United States, for additional U.S. state privacy disclosures in section C containing information about the processing of your personal information and, depending on your state of residence, the rights granted to you by certain U.S. state privacy laws.

3. What is personal information?

When we use the term “**personal information**” in this privacy notice, we mean information that identifies, relates to, describes, is capable of being associated with or could reasonably be linked, directly or indirectly, to you. It shall also cover “personal data,” “personal information,” “personally identifiable information” and similar terms, and such terms shall have the same meaning as defined by applicable data protection laws. It does not include information that is maintained in a form that is not capable of being associated with or reasonably linked to you

4. What personal information do we collect?

In the context of rendering our Services, we may collect personal information about you. This personal information regularly includes the following:

- **If you order any Service from, ask for a quote or otherwise communicate with us to consider using our Service:** We may in particular process your name, company name, company address, company email address, company phone number, job title, job function, industry, price and Service information and customer ID. If you render services as our customers, we may in

particular also process the following personal information: the purchases or orders made by you, payments to and from you and other details of products and services you have purchased from us, billing contact, billing address, bank account and payment card details, delivery address, your corporate unit and cost center, account name, IP address, computer and device information (such as MAC address, computer/device name, host name, calculated user, hardware dongleID, UUID and FQDN). But we also may process information we need to contact you or otherwise communicate with you, information for order fulfilment and delivery of requested materials or services as well as maintenance and training associated with our Services, information to manage your account, information to enable the download or usage of Services, information on defects or erroneous Services, your feedback and complaints, quotes we offer you and information for invoicing and payment follow-up.

- **If you register on our Websites and log-in on our platform:** Name, company name, company address, company email address, company phone number, employee ID, employment status, manager, job title, job function, industry and your interest(s) in Flexera and/or its Services; Log-in ID, password, log-in data (including timestamp, date, first and last log-in, usage data including information on the used functionalities).
- **If you post on our blogs or forums:** You also may provide information to be published or displayed (hereinafter, “**posted**”) on public areas of the Websites, such as forums or blogs, for example, our community forum (https://community.flexera.com/t5/Flexera-Community/ct-p/Flexera_Community) (collectively, “**User Contributions**”). We may collect any of your User Contributions, your username, your name, company name, company email address as well as your IP address. Please note that we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions.
- **If you contact us, e.g., for a support request:** Name, company name, company address, company email address, company phone number and information on our communication with you, your interest(s) in Flexera and/or its Services and any additional information you provide us with, including preferences, feedback and survey responses.
- **If you use our Websites in general:** IP address, browser data (i.e. type and version, plug-in types and versions), device type, Uniform Resource Locators

(URL), time zone setting and location, operating system, site preferences and information on your usage of our Websites.

- **If you participate in our events, such as webinars, and trade fair booth events, or if you download our white papers:** Name, company name, email address, phone number, address, position/job title, job function, job level and any information on the event or download.
- **If you receive our email marketing campaigns:** Name, company name, email address, phone number, address, position/job title, job function, information about whether you are already a customer, your communication preferences, marketing campaign information such as the newsletter option you have selected and your reaction to our marketing and your interest in our products.

5. How do we collect your personal information?

The personal information is collected in many ways and may include:

- **Personal information you provide to us.** Some of the personal information we receive comes to us voluntarily from our users in the course of using our Services, including when registering or communicating with us, in the context of procurement of or in the process of requesting our Services, participating in a survey, interacting with us at trade shows or conventions or other industry events or asking to be included in an email or other communication list, or other product promotions.

You are free to choose which personal information you want to provide to us or whether you want to provide us with any personal information at all. However, some personal information, such as your name, address, payment information and information on your requested Services may be necessary for the performance of our contractual obligations. Without providing this personal information, you may not be able to order certain Services or enter into a contract with us.

- **Personal information collected via technology.** As you use our Services, we and our third-party partners may automatically collect certain information. For this purpose, we and our third-party partners often rely on tracking technologies, including cookies, web beacons, embedded scripts and similar technology (collectively, “**Tracking Technologies**”). You can find all relevant information relating to the use of such Tracking Technology in our “Cookie Settings” section of our Website that can be found at the bottom of each Website.

- **Personal information we receive from others.** We may receive personal information about users from publicly available databases or third parties from whom we have purchased data (e.g., from data brokers), providers of technical, payment and delivery services, and other third parties such as social media sites, law enforcement agencies, providers of denied party screening and marketing consultants and partners. We may also receive personal information, such as contact details, including name, position, phone or email address from our partners and customers. Analytics providers may also share analytics data with us, in particular when third-party Tracking Technology is deployed on your device.

6. Why do we collect and use your personal information?

The reasons for using your personal information may differ depending on the purpose of the collection. Regularly, we use your personal information for the following purposes:

- **Providing our Services and entering into a contract.** If you order Services from Flexera or if you contact us to request our Services, we use your personal information to provide you with these Services.
- **Pursue our business interests.** The usage of your personal information may also be necessary for our own business interests. For example, we may use some of your personal information to evaluate and review our business performance, create financial statements, administer, analyze, improve and secure our Services, provide advertising and measure or understand the effectiveness of such activity, send you relevant product updates and/or share your contact information such as name, email address or phone number with reseller partners for them to directly contact you, qualify, improve and manage the customer relationship, respond to your requests, prevent fraud and identify potential cyber security threats. We may also process personal information in the context of a business reorganization or group restructuring exercise. If necessary, we may also use your personal information to pursue or defend ourselves against legal claims.
- **Purpose for which consent has been provided.** In some cases, we may ask you to grant us or our third-party partners separate consent to use your personal information.
- **Comply with legal obligations.** We are obligated to retain certain information because of legal requirements, for example, tax or commercial

laws, or we may be required by law enforcement to provide personal information on request.

7. With whom do we share your personal information?

As required in accordance with how we use it, we may share your personal information with the following third parties:

- **Flexera group companies.** To support our sales and marketing efforts, to provide IT and system administration services, to provide group-internal reports, as well as in the performance of the Services, your personal information may be disclosed to Flexera group companies. Further information regarding the Flexera group companies can be obtained [here](#).
- **Service providers and advisors.** We may use third party vendors and other service providers to perform services. Such services may include marketing campaign mailing or email services, professional services, including tax and accounting services, legal and insurance services, surveys or contests services, customer service, performing data enhancement services, and services for IT and system administration, fraud prevention, web hosting or analytics, and in the context of product fulfilment and payment processing. These third parties, whose services Flexera Software LLC regularly uses include, in particular: Eloqua, Salesforce.com, Lithium, Gainsight, Melissa Data and Snowflake. Any such service providers will by appropriate data processing agreements be bound to only process the data on Flexera's behalf and under its instructions, unless such service providers act as their own controllers (e.g., in the case we seek advice from lawyers and tax consultants).
- **Purchasers and third parties in connection with a business transaction.** Third parties in connection with a Flexera-related transaction, such as a merger, sale of Flexera assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business, or in the event of a bankruptcy or similar proceedings.
- **Law enforcement, regulators, and other parties for legal reasons.** Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our legal claims or to protect the security or integrity of our Services; and/or (c) to exercise or protect the rights, property or personal safety of Flexera employees, our visitors or others.

- **The public, when posted in certain public spaces.** Remember, our Websites allow you to connect and interact with others. Your profile information or information that you post in a forum or on a blog, including personal information, will be available publicly to other members of the Websites by default when you post in a blog or forum or interact with others on the Websites in public groups and post content to public spaces.
- **Otherwise with consent.** We may disclose an individual's personal information to certain other third parties with that individual's consent.

8. How do we safeguard your personal information when there is an international transfer?

As Flexera Software LLC is located in the USA, information you provide may be processed and stored in the USA.

Furthermore, some other Flexera group companies who may process your personal information depending on the Services you are using are also located outside Europe. Our Flexera group companies are, for example, located in Australia, Canada, India, New Zealand, and Singapore . Further information regarding the Flexera group companies can be obtained [here](#).

In addition, many of our external third parties are based in different countries, including outside Europe.

This may mean that your personal information will be processed in a jurisdiction that offers a level of protection that may, in certain instances, be less protective of your personal information than the jurisdiction you are located. Wherever your personal information is processed in another jurisdiction, Flexera will deploy reasonable measures to ensure that such information received is treated in a comparable manner to the jurisdiction from which it emanates.

Further Europe-specific information regarding the safeguards we have in place can be obtained [here](#).

9. Links to other Websites and services.

The Services may contain links to and from third-party websites of our business partners, advertisers and social media sites (such as Facebook, LinkedIn, Twitter, Instagram and YouTube), and our users may post links to third-party websites and otherwise interact with these features.

If you follow a link to any of these websites and interact with these features, please note that your interactions are governed by the privacy notice of the company providing these websites have. We do not accept any responsibility or liability for their privacy practices, policies or their content. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, share and otherwise process personal information.

10. How do we protect your personal information?

We implement a variety of security measures designed to maintain the safety of your personal information when you use our Services and procedures to deal with any suspected personal data breach.

However, no security system is impenetrable, and we cannot guarantee the security of our systems 100%. In the event that any personal information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose personal information may have been compromised. We may also issue public statements and take other steps in accordance with any applicable laws and regulations, such as notify competent data protection authorities.

11. Children's privacy.

We do not knowingly collect or solicit any personal information from anyone under the age of 16 on or through the Services. In the event that we learn that we have inadvertently collected personal information from a child under age 16, we will delete that information as quickly as possible. If you believe that we might have any information from a child under 16, please contact us by using the [contact details](#) set out at the end of this section A.

For Europe-specific information on children's privacy, please see our section [here](#).

For U.S.-specific information on children's privacy, please see our section [here](#).

12. What rights and choices do you have?

We want you to understand your rights and choices regarding how we may use your personal information. Depending on how we use your personal information, these rights and choices may include the following:

- **Access, correction and deletion.** Upon request, Flexera will provide you with information about whether we hold any of your personal information. You may access, correct, or request deletion of your personal information by contacting us at dataprotectionteam@flexera.com. We will respond to your

request within a reasonable timeframe and in accordance with legal requirements.

- **Cookies Settings and Preferences.** You may disable Tracking Technology via the "Cookie Settings" section of our Website which contains further information relating to such technology.
- **E-Mail Settings and Preferences.** If you have consented to receiving marketing communication (e.g., by signing up for our newsletters), you may easily withdraw your consent at any time with effect for the future. You can also opt out from receiving marketing emails if we do not rely on consent. You can withdraw your consent or opt out from receiving marketing communication by using the link provided to you at the end of each promotional communication. Additionally, you may visit our Website and check or unchecking relevant boxes to adjust your marketing preferences or contact us using the [contact details](#) set out at the end of this section A to request that we remove you from our email list.
- **Deny or Withdraw of Consent.** We may work on the basis of consent, in particular in relation to sales and marketing campaigns. For example, if you sign up to our email newsletter, you allow us to send marketing communication to you, or when our marketing partners provide us with your email address, we will process your data to the extent covered by your consent.

If you want to learn about your options regarding withdrawing your consent to receive marketing communication, please see our section "[E-Mail Settings and Preferences](#)." If you want to learn more about your options to avoid Tracking Technology, please see the "[Cookie Settings](#)" section of our Website.

If you have granted us consent to use your personal information, we will use it only for the purposes for which you have granted your consent. You are free to deny or withdraw your consent and your choice will have no negative consequences for you except that we will stop processing your personal information on this basis and may therefore no longer be in the position to provide our Service. If you withdraw your consent, you may do so at any time with effect for the future.

- **Europe-specific rights.** For further Europe-specific rights, please see [here](#).

- **U.S. state-specific rights.** For further U.S. state-specific rights, please see [here](#).

13. Online privacy notice updates.

We may make changes to our privacy notice from time to time to reflect changes in the law, our processing of personal information and due to advances in technology and will update the “last updated” date at the beginning of this privacy notice. Please review our privacy notice regularly, as our use of personal information is subject to the privacy notice that is in effect at the time of such processing. To the extent that we have your contact information, we may decide to notify you of any material changes to our privacy notice using these means. Should you be interested in learning more about how we have processed your personal information in the past, please reach out to our Contacts as shown below and we will send you the previously applicable privacy notice.

14. How to contact us?

If you have any questions or concerns about our privacy notice or if you want to exercise your rights, please send an email to DataProtectionTeam@flexera.com or write to us at:

Flexera Software LLC, attn. Data Protection Team, 300 Park Boulevard, Suite 400, Itasca, IL 60143, USA

You may also contact the **EU representative** of all non-EU Flexera group companies, which is **Flexera Software GmbH**, at DataProtectionTeam@flexera.com or Flexera Software GmbH, attn. Data Protection Team, Hahnenkamp 1, 22765 Hamburg, Germany.

For the individuals and supervisory authorities in the UK, the UK representative of all non-EU Flexera group companies is Flexera Software Ltd., attn. Data Protection Team, Level 3, 401 Faraday Street Birchwood Park, Birchwood Warrington, Cheshire WA3 6GA, United Kingdom. The UK representative may be contacted at DataProtectionTeam@flexera.com.

If you obtain Services from one of our Flexera entities, you may of course address any privacy related question to the Flexera entity that has concluded a contract with you.

While the main contact information above is favored and we would be happy to respond to all queries for all entities within the Flexera family, you can obtain contact information on each Flexera group company [here](#).

15. Data Compliance Team.

For all enquiries regarding Flexera’s data processing activities, you may also want to contact our Data Compliance Team, who can be reached at DataProtectionTeam@flexera.com.

B. Additional Europe-specific disclosures

16. Scope of the disclosure.

These Additional Europe-specific disclosures supplement the information contained in section A. of our privacy notice above to comply with the requirements under applicable data protection law in Europe, in particular the General Data Protection Regulation (“**GDPR**”). Unlike the generally applicable section A. of this privacy notice, these Additional Europe-specific disclosures apply only to our processing of personal information where the processing of personal information relates to individuals in Europe --where we either offer goods or services to such individuals or monitor their activities in Europe or where the processing is undertaken by or on behalf of a Flexera company or branch established in Europe.

17. Information on data processing rendered by us on behalf of customers.

Where a Flexera group company processes personal information based on a data processing agreement entered with you or your employer (or other similarly situated entity), the respective Flexera group company is not the data controller but a data processor.

The use of personal information provided to us as a data processor by our customers for the purpose of processing on their behalf shall be limited to the purpose of providing the Service for which the customer has engaged Flexera (data processing on behalf of customer).

Flexera acknowledges that you have the right to access your personal information. Flexera has no direct relationship with the individuals whose personal information it processes on behalf of its customers. An individual who seeks access or who seeks to correct, amend or delete inaccurate data should direct their query to Flexera’s customer (the data controller). We may transfer personal information to companies that help us provide our Services. Transfers to subsequent third parties are covered by the service agreements with our customers.

18. Legal basis based on which we collect and use your personal information.

Regularly, we use your personal information based on the following legal grounds according to the GDPR and the Data Protection Act 2018:

- **Perform of our contractual services or prior to entering into a contract with you.** If you order Services from Flexera or if you contact us to request our Services, we use your personal information to provide you with these Services.

- **Justified by our legitimate interests.** The usage of your personal information may also be necessary for our own business interests. For example, we may use some of your personal information to evaluate and review our business performance, create financial statements, administer, analyze, improve and secure our Services, provide advertising and measure or understand the effectiveness of such activity, send you relevant product updates and/or share your contact information such as name, email address or phone number with reseller partners for them to directly contact you, qualify, improve and manage the customer relationship, respond to your requests, prevent fraud and or to identify potential cyber security threats. We may also process personal information in the context of a business reorganization or group restructuring exercise. If necessary, we may also use your personal information to pursue or defend ourselves against legal claims.
- **Consent** In some cases, we may ask you to grant us separate consent to use your personal information. Please see “[What rights and choices do you have?](#)” regarding the choices and rights you have in this respect.
- **Compliance with legal obligations.** We are obligated to retain certain personal information because of legal requirements, for example, tax or commercial laws, or we may be required by law enforcement to provide personal information on request.

We do not use your personal information for automated individual decision-making.

19. Additional information on international data transfers.

We will transfer personal information about you outside the jurisdiction where you are and when we do so, we rely on appropriate or suitable safeguards recognized under applicable law in Europe, including adequacy decisions, Standard Contractual Clauses that have been adopted by the European Commission and provide appropriate guarantees for the transfer of personal information as required by law.

- **Flexera-internal transfers.**

As regards the sharing of personal information with Flexera group companies, Flexera has entered into an intra-group agreement that incorporates the Standard Contractual Clauses issued by the European Commission (“IGA”). This IGA, inter alia, ensures that international data transfers outside Europe and to countries where Flexera group entities are located are sufficiently safeguarded as long as these countries are not acknowledged by the European Commission, the United Kingdom and / or Switzerland as providing for an adequate level of

data protection. If you would like to obtain further information, please contact us using the [contact details](#) set out at the end of section A.

- **External transfers.**

We may transfer personal information about you to countries that the European Commission has deemed to adequately safeguard personal information. We may also use Standard Contractual Clauses when transferring personal information from a country in Europe to a country outside Europe that has not been deemed to adequately safeguard personal information. The same applies to data transfers from the European Economic Area or Switzerland to the UK as well as data transfers from the UK to other countries that are not recognized by the UK to adequately safeguard personal information.

If you would like to obtain further information, please contact us using the [contact details](#) set out at the end of section A.

20. How long do we keep your personal information?

We will store personal information for as long as reasonably necessary to fulfil the purposes for which we collect the personal information, and in accordance with our legal obligations and legitimate business interests.

If you signed up for our promotional emails, we will delete the respective personal information if you unsubscribe from receiving our promotional emails. However, we will store your email address in a 'do not contact' list to ensure that you will not receive any further communication.

21. Additional Europe-specific information on children's privacy.

From children under the age of 16 residing in Europe, we will not process any personal information on the ground of a consent.

22. Europe-specific rights.

Subject to the applicable law in your jurisdiction, you have the following rights in respect to your personal information that we hold:

- **Right of access.** The right to obtain access to your personal information.
- **Right to rectification.** The right to obtain rectification of your personal information without undue delay where that personal information is inaccurate or incomplete.
- **Right to erasure.** The right to obtain the erasure of your personal information without undue delay in certain circumstances, such as where the personal

information is no longer necessary in relation to the purposes for which it was collected or processed.

- **Right to restriction.** The right to obtain restriction of the processing undertaken by us on your personal information in certain circumstances, such as, where the accuracy of the personal information is contested by you, for a period of time enabling us to verify the accuracy of that personal information.
- **Right to portability.** The right to portability allows you to move, copy or transfer personal information easily from us to another organization.
- **Right to Object.** You have a right to object to any processing based on our legitimate interests where there are grounds relating to your particular situation. You can object to marketing activities for any reason whatsoever. In some cases, however, we may demonstrate that we have compelling legitimate grounds to process your personal information which override your rights and freedoms.

If you wish to exercise one of these rights, please contact us by using the [contact details](#) set out at the end of section A.

In addition to the foregoing listed rights, you also have the **right to lodge a complaint** with your local data protection authority. However, we encourage you to first reach out to us by using the [contact details](#) set out at the end of section A so that you have an opportunity to address your concerns directly and find a solution together before you do lodge a complaint.

C. Additional U.S. state privacy disclosures

23. Scope of notice.

Where required by law, these additional U.S. State Privacy Disclosures (“**U.S. Disclosures**”) supplement the information contained in the privacy notice above and apply solely to individual residents of certain U.S. states (“**consumers**” or “**you**”).

Unless otherwise expressly stated, all terms in these U.S. Disclosures have the same meaning as defined in our privacy notice above.

24. General remarks on personal information disclosures.

When we use the term “**personal information**” in these U.S. Disclosures, we mean information that identifies, relates to, describes, is reasonably capable of being associated

with or could reasonably be linked, directly or indirectly, with a particular consumer or household.

For the purposes of these U.S. Disclosures, the term personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated information that is maintained in a form that is not capable of being associated with or linked to you.
- Information excluded from the scope of certain U.S. state privacy laws, such as:
 - Information reflecting a communication or a transaction between us and a representative of another legal entity in the context of conducting due diligence regarding, or providing or receiving, a product or service to or from that legal entity.
 - Information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.
- Information relating to our job applicants, employees, contractors and other personnel.

25. Information on data processing rendered by us on behalf of customers.

Where a Flexera group company processes personal information based on a data processing agreement entered with you or your employer (or other similarly situated entity), the respective Flexera group company is not the “business” or “controller” that determines the purposes and means of the processing of consumers’ personal information, but a “service provider” or “processor” within the meaning of U.S. state privacy laws.

The use of personal information provided to us as a service provider or processor by our customers for the purpose of processing on their behalf shall be limited to the purpose of providing the Service for which the customer has engaged Flexera (data processing on behalf of customer).

Flexera acknowledges that, depending on your state of residence and subject to limitations at law, you have the right to access your personal information. Flexera has no direct relationship with the individuals whose personal information it processes on behalf of its customers. An individual who seeks access, or who seeks to correct, amend, or delete

inaccurate data, should direct their query to Flexera’s customer (the “business” or “controller”). If requested by our customer to remove data we are processing on their behalf and at their direction, we will respond within a reasonable timeframe. We may transfer personal information to companies that help us provide our Services. Transfers to subsequent third parties are covered by the service agreements with our customers.

26. Collection and use of personal information.

In the last 12 months, we have collected the following categories of personal information from the following sources of personal information for the following purposes, which reference the personal information, sources and purposes described in the “[What personal information do we collect?](#)” and “[How do we collect your information](#)” section of our privacy notice:

Category of Personal Information	Collected	Commercial or Business Purpose	Categories of Sources
Identifiers, including your name, email address, phone number, postal address, username and password	Yes	<ul style="list-style-type: none"> ○ Monitor and run the services 	<ul style="list-style-type: none"> ○ Directly from you
		<ul style="list-style-type: none"> ○ For customer service purposes 	<ul style="list-style-type: none"> ○ Your browser or device
		<ul style="list-style-type: none"> ○ For quality assurance purposes 	<ul style="list-style-type: none"> ○ Our business partners and affiliates
		<ul style="list-style-type: none"> ○ For regulatory compliance purposes 	<ul style="list-style-type: none"> ○ Third parties you direct to share information with us
		<ul style="list-style-type: none"> ○ For collecting feedback 	
		<ul style="list-style-type: none"> ○ Personalization purposes 	
		<ul style="list-style-type: none"> ○ For marketing purposes 	<ul style="list-style-type: none"> ○ Push notifications

Category of Personal Information	Collected	Commercial or Business Purpose	Categories of Sources
		<ul style="list-style-type: none"> Product and services improvement For contests and sweepstakes For market research purposes To monitor and run the services 	<ul style="list-style-type: none"> Online providers Customer service platforms
Internet/Network Information , such as IP address, device and browser information, clickstream data, log data and analytics data	Yes	<ul style="list-style-type: none"> Understanding consumer behavior Addressing software issues Personalization purposes Product and services improvement 	<ul style="list-style-type: none"> Directly from you Your browser or device
Geolocation Data , such as your general geographic location or more precise location when permitted by law	Yes	<ul style="list-style-type: none"> To generate recommendations for users Monitor the use of products Personalization purposes 	<ul style="list-style-type: none"> Directly from you Your browser or device

Category of Personal Information	Collected	Commercial or Business Purpose	Categories of Sources
Other Personal Information, such as personal information you provide us in relation to a question, request or inquiry, or information you post on our social media pages or otherwise provide to us	Yes	<ul style="list-style-type: none"> ○ Monitor and run the use of services ○ For market research purposes 	<ul style="list-style-type: none"> ○ Directly from you ○ Your browser or device ○ Third parties you direct to share information from us
Inferences, including predictions about your interests and preferences.	Yes	<ul style="list-style-type: none"> ○ To generate recommendations for users ○ Monitor the use of services ○ Monitor habit formation ○ For engagement analytics ○ Personalization purposes ○ For market research purposes 	<ul style="list-style-type: none"> ○ Directly from you ○ Your browser or device ○ Information generated or derived from your purchases, online browsing and usage activity

Flexera does not use or disclose “sensitive personal information” for purposes other than those expressly permitted under U.S. state privacy laws. We use or disclose sensitive personal information where reasonably necessary and proportionate for the purposes of providing products and performing services you have requested, verifying and improving the products and services we provide, detecting security incidents, fraud, and other illegal actions, ensuring the physical safety of natural persons, performing services on behalf of the business, or short-term transient use. We do not sell sensitive personal data or otherwise share sensitive personal data for the purpose of targeted advertising.

27. Disclosure and sale of personal information.

As described in the “[With whom do we share your personal information?](#)” section in our privacy notice, we have disclosed personal information within Flexera and with a variety of third parties for business purposes.

In the previous 12 months, we have disclosed the following categories of personal information to third parties for a business purpose:

- All of the categories of personal information we collect, explained in the table above.

***Note about “Sales”:** Flexera does not “sell” personal information as most people would typically understand that term. However, we do allow certain third-party advertising partners to collect Internet/Network Information about consumers through our Services for purposes of serving ads that are more relevant, for ad campaign measurement and analytics and for ad fraud detection and reporting. To the extent these practices qualify as “sales” under U.S. state privacy laws, you may have the right to opt out as described in the “[Additional U.S. state privacy rights](#)” section below.

28. U.S. state privacy rights.

Depending on your state of residency, you may be able to exercise some or all of the following rights in relation to the personal information about you that we have collected (subject to certain limitations at law):

- **Right of access.** The right to access and obtain a copy of the personal information we have collected about you in the last 12 months.
- **Right to knowledge.** The right to request the following information from the last 12 months relating to the personal information we have collected about you:

- The categories and specific pieces of personal information we have collected about you;
 - The categories of sources of the personal information;
 - The purposes for collecting the personal information;
 - The categories of third parties with whom we share the personal information; and
 - The categories of personal information we have disclosed for a business purpose and the categories of recipients.
- **Right to correction.** The right to correct inaccurate personal information in our records.
 - **Right to deletion.** The right to request the deletion or erasure of personal information we have collected about you.
 - **Right to opt out.** The right to direct us not to sell personal information we have collected about you to third parties or to share it with third parties for targeted advertising, now or in the future.
 - **Right to opt in.** If you are under the age of 16: The right to authorize us, or have your parent or guardian authorize us, to sell personal information about you.
 - **Non-discrimination.** The right to be free from discrimination for exercising any of the rights described above. Please note, however, that if the exercise of the rights described above limits our ability to process personal information (such as in the case of a deletion request), we may not be able to provide our services and offerings to individuals who exercise these rights, or to otherwise engage with such individuals going forward.

29. How to exercise U.S. state privacy rights.

- **To exercise your right to know or right to deletion.** To exercise your right to know and/or right to deletion, please submit a request by:
 - Calling +1 800 374 4353;
 - Emailing DataProtectionTeam@Flexera.com with the subject line “U.S. State Privacy Rights Request,”; or

Before processing your request, we will need to verify your identity and confirm your state of residency. In order to verify your identity, we will generally require you to (1) log into your account if you have one, or (2) require you to provide sufficient information to enable us to identify the information we maintain about you in our systems. This process may require us to request additional personal information from you, including, but not limited to your name, email, address, and/or date of last interaction with customer service. We will only use personal information provided in connection with a Consumer Rights Request to review and comply with the request.

In certain circumstances, we may decline a request to exercise the rights described above, particularly where we are unable to verify your identity or locate your personal information in our systems. If we are unable to comply with all or a portion of your request, we will explain the reasons for declining to comply with the request.

Authorized Agents

In certain circumstances, you are permitted under U.S. state privacy laws to use an authorized agent to submit requests on your behalf through the designated methods set forth in these U.S. Disclosures where we can verify the authorized agent's authority to act on your behalf by:

- For requests to know or delete personal information:
 - receiving a valid power of attorney from you or your authorized agent; or
 - receiving sufficient evidence to show that you have:
 - provided the authorized agent signed permission to act on your behalf;
 - verified your own identity directly with us pursuant to the instructions set forth in these Disclosures; and
 - directly confirmed with us that you provided the authorized agent permission to submit the request on your behalf.
 - For requests to opt-out of personal information "sales": receiving a signed permission demonstrating your authorized agent has been authorized by you to act on your behalf.
- **To exercise your right to opt out of personal information sales**

As noted above, we do not “sell” personal information as most people would typically understand that term. However, as is common practice among companies that operate online, we permit third party advertising networks, social media companies and other third party businesses to collect and disclose your personal information (including Internet/Network Information, Commercial Information, and Inferences) directly from your browser or device through cookies or tracking technologies when you visit or interact with our websites or engage with us online. These third parties use this information for the purposes of serving ads that are more relevant, for ad campaign measurement and analytics, and for fraud detection and reporting and they may sell that information to other businesses for advertising and other purposes.

To exercise the Right to Opt-Out of personal information sharing for targeted advertising purposes or data “sales,” you may submit a request by clicking on the following link: **DO NOT SELL OR SHARE MY PERSONAL INFORMATION**.

By visiting www.privacyrights.info or <https://optout.privacyrights.info/>, you can also opt out from sales of this type of personal information by businesses that participate in the opt out tool. To make opt-out requests related to mobile apps on your device for businesses participating in the DAA’s CCPA App-based Opt-Out Tool, you can download the appropriate app at www.youradchoices.com/appchoices. If you are visiting our site with the Global Privacy Control enabled, any cookies used for targeted advertising or otherwise resulting in data “sales” should already be turned off automatically in our cookie preference manager. Please note this opt-out tool is website, device, and browser specific, so you will need to change your preferences on each device and browser you use to interact with the specific website you are visiting.

30. Minors under age 16.

We do not sell the personal information of consumers we know to be less than 16 years of age, unless we receive affirmative authorization (the “Right to Opt In”) from either the minor who is between 13 and 16 years of age or the parent or guardian of a minor less than 13 years of age. Please contact us at DataProtectionTeam@Flexera.com to inform us if you or your minor child are under the age of 16.

31. Additional information.

Updates to these U.S. Disclosures.

We will update these U.S. Disclosures from time to time. When we make changes to these U.S. Disclosures, we will change the “Last Updated” date at the beginning of the Privacy

Notice. All changes shall be effective from the date of publication unless otherwise provided in the notification..