

**FLEXERA SOFTWARE  
END-USER LICENSE AGREEMENT**

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“**Cloud Software**” means Software provided in a cloud-based software as a service delivery model.

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- b. **Protection of Confidential Information.** The Recipient shall a) have the right to disclose the Confidential Information only to its employees, consultants 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. Except as expressly authorized herein, for a period of three (3) years following the disclosure date of Confidential Information to the Recipient, the Recipient will hold in confidence and not make any unauthorized use or disclosure of any Confidential Information. No time limit shall apply to Confidential Information marked or otherwise identified as or deemed to be a "Trade Secret".
- c. **Usage Data.** Licensee understands that Flexera Software may utilize technology that gathers information about Licensee's computer system, however, such data is used solely for the purpose of understanding machine types and other system-oriented information and does not contain any personally identifiable information of Licensee.
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18. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
19. Waivers. 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.
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28. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to

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29. Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies to which the parties are entitled by law. The exercise by either party of any right or remedy under this Agreement or under applicable law will not preclude such party from exercising any other right or remedy under this Agreement or to which such party is entitled by law.
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InstallShield Professional	InstallAnywhere Professional
InstallShield Premier	InstallAnywhere Premier
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AdminStudio Professional	AdminStudio Limited Edition
AdminStudio Enterprise	AdminStudio Inventory and Rationalization
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5. **IBM Cognos.** Licensee may have rights to use the following IBM Cognos programs embedded within the Software solely in conjunction with the Software: Business Intelligence Advanced Business Author, Business Intelligence Professional Author, Business Intelligence Web Administrator, and Business Intelligence Enhanced Consumer. In addition to Licensee's obligations hereunder, Licensee shall also comply with the terms and conditions contained at <http://support.installshield.com/kb/view.asp?articleid=Q203636>.
6. **Acceptable Use Policy.** The Software is provided subject to the Acceptable Use Policy ("AUP") set forth in Exhibit A to this Schedule 3.

**FLEXNET MANAGER FOR ENGINEERING APPLICATIONS AND FLEXWRAP**

1. **"FlexWrap Author"** means, in relation to FlexWrap, the individual within Licensee's organization who accesses the FlexWrap application for preparing internal software applications to have FlexNet licensing capabilities that includes but is not limited to optional enforcement of concurrent limits on application usage. For the purpose of certification as set forth in the Agreement, the number of FlexWrap Authors includes all FlexWrap Authors who accessed FlexWrap at any point during the previous year. For the purpose of clarity, a single FlexWrap Author may not be more than one individual.
2. **"Internal Purposes"** means management of applications located within Licensee's own systems.
3. **"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.
4. **Grant of License.** Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera Software grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation. Management of applications of any third party shall require a service provider license.
5. **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.
  - a. **HostID Changes.** The designated HostID may be changed only once during the Support and Maintenance period while Licensee is under a maintenance contract without additional cost to Licensee. Additional changes may require an additional fee.

- b. 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.
6. FlexWrap. Each license for FlexWrap permits the “wrapping” of an unlimited number of internally used applications to provide FlexNet licensing capabilities for such applications and a license server to manage license check-ins and check-outs for these applications. FlexWrap provides application usage management and optional enforcement of concurrent limits on application usage. The license server may be installed on a single named server identified by a HostID. A set of redundant servers is considered a “single named server” For the purpose of this license. This license does not permit applications to be wrapped and distributed externally to any other parties. FlexWrap may be used by the total number of FlexWrap Authors within Licensee’s organization, and only if that total number of FlexWrap Authors does not exceed the License Level set forth in this Order Schedule.

#### **FLEXNET MANAGER FOR CLOUD INFRASTRUCTURE**

1. **“Instance”** means any physical or virtual device for which any 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 the device, 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 Instances is the average number of Instances per month during the previous year.
2. **“Internal Purposes”** means management of Instances for Licensee’s own business purposes.
3. Grant of License. Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera Software grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation. Management of Instances for the benefit of any third party shall require a service provider license.

#### **WORKFLOW MANAGER**

1. **“Device”** means any physical or virtual device for which any 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, 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. **“Internal Purposes”** means management of Devices located within Licensee’s own systems.
3. Grant of License. Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera Software grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation. Management of Devices of any third party shall require a service provider license.

#### **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 the Software. For the purpose of certification as set forth in this 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”** means management of applications located within Licensee’s own systems.
3. Grant of License. Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera Software grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation. Management of applications of any third party shall require a service provider license.

#### **APP PORTAL LIMITED EDITION**

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4. Limitation of Liability. **IN NO EVENT WILL FLEXERA SOFTWARE BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR DATA, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE APP PORTAL LIMITED EDITION OR ANY DATA SUPPLIED THEREWITH, EVEN IF FLEXERA SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO CASE WILL FLEXERA SOFTWARE’S LIABILITY FOR ANY DAMAGES HEREUNDER EXCEED FIFTY DOLLARS (US \$50).**



## EXHIBIT A TO SCHEDULE 3

### ACCEPTABLE USE POLICY FLEXNET MANAGER SUITE

#### Summary

The following describes the conditions under which Licensee must, and must not, use FlexNet Manager Suite. If Licensee does not agree to this acceptable use policy, please do not use FlexNet Manager Suite.

Flexera Software disclaims all liability for information Licensee provides or authorize which is outside the scope of its intended purpose. This includes, but is not limited to, the following categories of information, which Licensee hereby agrees not to provide or allow to be collected:

- Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability of 1996 Act as amended ("HIPAA").
- Payment card information.
- Copyrighted content, whether copyrighted by Licensee or others.
- Information about Licensee's customers, account holders, subscribers, or business partners.
- Personally Identifiable Information of the employees of the vendors from which Licensee purchased use rights.

Further, unless Licensee is a member of the FlexNet Manager Suite partner program who has arranged to apply the intended purpose of FlexNet Manager Suite to others, Licensee agrees:

- not to provide information which identifies Licensee's customers, account holders, subscribers, or business partners.
- not to provide account information of Licensee's customers, account holders, subscribers, or business partners.

#### Personally Identifiable Information ("PII")

To use FlexNet Manager Suite, Licensee will need to supply PII to it. If Licensee does not use FlexNet Manager Suite for a software product that is licensed on a per user basis, then the only PII that Licensee will need to supply is for the small number of administrators that establish accounts on FlexNet Manager Suite.

The PII supplied by Licensee's administrators of FlexNet Manager Suite must only include the information necessary to establish an account and for Licensee to identify that administrator should Licensee need to contact them for any reason, or to terminate their account.

Any PII supplied by Licensee that is included with Licensee's software usage information must only be provided if that identification is necessary to help FlexNet Manager Suite achieve its intended purpose.

The PII Licensee supplies must relate only to the business persona of Licensee's employees, and only to the extent the PII is necessary for FlexNet Manager Suite to achieve its intended purpose.

Since the following do not relate to a business persona, Licensee agrees not to provide:

- home addresses
- home phone numbers
- private mobile phone numbers
- private email addresses
- any identifier of a computer or device owned by an employee that is not covered by Licensee's BYOD policy (including, but not limited to, identifiers such as IP address, Ethernet MAC Address, computer name, or device name)
- any other information that can identify an employee's private persona

Since the following are not necessary for FlexNet Manager to achieve its intended purpose, Licensee agrees not to provide:

- national identification numbers (including, but not limited to, social security numbers, or even the last 4 digits of such numbers)
- state/province identification numbers (including, but not limited to, driver's license numbers)
- passport numbers
- alien registration numbers
- biometric identifiers
- financial account numbers or other non-public financial information
- other sensitive information, such as medical information, citizenship or immigration status, ethnic background, political affiliation, religious affiliation, sexual orientation, organizational memberships, date of birth, age, criminal history, mother's maiden name

#### Clarification of Roles

When Licensee is using FlexNet Manager Suite, Licensee agrees that it is the PII controller and Flexera Software is the PII processor, per the definitions of these terms ISO 29100.



#### **Providing Too Much Information**

Licensee agrees not to provide, or allow to be collected, information about more users, computers, or devices than are necessary for FlexNet Manager Suite's intended purpose.

#### **Logical Separation of Usage versus Content**

Licensee agrees not to provide information generated, processed, or stored by the software products supported by FlexNet Manager Suite, except for any information generated, processed, or stored by those software products that is necessary for FlexNet Manager to achieve its intended purpose.

#### **Gold Master Use Rights Information**

FlexNet Manager Suite is not intended to be used as the sole source of Licensee's use rights information. Licensee must retain the original copies of use rights information in the same form and with the same completeness in which Licensee provided those copies to FlexNet Manager Suite.

#### **Testing of FlexNet Manager Suite Cloud**

If Licensee uses the Cloud deployment of FlexNet Manager Suite, Licensee agrees not to perform the following tests.

Licensee agrees to not conduct Denial of Service testing against FlexNet Manager Suite Cloud.

Licensee agrees to not exploit any security vulnerabilities in FlexNet Manager Suite Cloud, even if Licensee discovers these vulnerabilities through Licensee's own use of FlexNet Manager Suite Cloud.

Licensee agrees to not conduct vulnerability scanning or penetration testing ("pen testing") without prior written consent of Flexera Software. Even if given prior written consent, Flexera Software may revoke that consent at any time if the scanning or testing is determined, or suspected, to have negative effects on FlexNet Manager Suite Cloud, other FlexNet Manager Suite Cloud customers, or Flexera Software, either because of the scanning or testing itself or because of the current state of or load on FlexNet Manager Suite Cloud. Flexera Software's consent to allow Licensee to conduct scanning or testing does not constitute Flexera Software's agreement to take any action based on the results of Licensee's scanning or testing.

**[END OF SCHEDULE 3]**

**SCHEDULE 4**  
**TERMS AND CONDITIONS FOR SOFTWARE VULNERABILITY MANAGEMENT PRODUCTS**

The terms of this Schedule 4 shall apply to all Software Vulnerability Management products licensed by Flexera Software to Licensee. Any terms not defined in this Schedule 4 shall have the meanings ascribed to them in the Agreement. The provisions of this Schedule 4 shall be in addition to the terms included in the main body of the Agreement, provided that in the event of a conflict between the terms included in this Schedule 4 and the terms of the main body of the Agreement, the terms included in this Schedule 4 shall control. As of October 2015, the following products are considered "Software Vulnerability Management products" and such list may be updated time to time by Flexera Software in its sole discretion without amending this Schedule 4:

Corporate Software Inspector	Vulnerability Intelligence Manager
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**CORPORATE SOFTWARE INSPECTOR**

- Definitions.**

**"Device"** means any physical or virtual device for which any 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, 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.

**"Internal Purposes"** means reporting of vulnerabilities related to applications located within Licensee's own systems.
- Grant of License.** Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera Software grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation. Reporting on applications of any third party is prohibited.
- Vulnerability Tracking Database.** Licensee is not entitled to use the vulnerability tracking database (vuln\_track) outside of the user interface of the Software.
- Copies.** Notwithstanding Section II.1.d. of the Agreement, Licensee may not make copies of the Software without prior written approval from Flexera Software.
- Support and Maintenance.** Support and Maintenance will be provided in accordance with the terms and conditions set forth at <http://media.flexerasoftware.com/documents/Support-CSI-SLA.pdf>. Notwithstanding Section II.1.c.i. of the Agreement, Schedule 6 shall not apply to Corporate Software Inspector.
- Disclaimer.** While the Software is intended to detect and disclose vulnerabilities in Licensee's system, Flexera Software makes no representation or warranty that the Software will detect all vulnerabilities.

**VULNERABILITY INTELLIGENCE MANAGER**

- Definitions.**

**"Internal Purposes"** means assisting with the identification, management and/or remediation of vulnerabilities in applications deployed or to be deployed within Licensee's own systems.

**"Recipient"** means any person that may, either directly or indirectly, have deployed to, access, or otherwise receive all or any portion of advisories or vulnerability updates by and/or from the Software. For the purpose of certification as set forth in this Agreement, the number of Recipients is equal to the total number of unique Recipients during the previous year.
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- IP Address.** For On-Premise Software, Flexera Software will deliver the advisories and/or vulnerability updates to a single IP address. Licensee must inform Flexera Software of any change of IP address.
- Vulnerability Tracking Database.** Licensee is not entitled to use the vulnerability tracking database (vuln\_track) outside of the user interface of the Software.
- Copies.** Notwithstanding Section II.1.d. of the Agreement, Licensee may not make copies of the Software without prior written approval from Flexera Software.
- Support and Maintenance.** Support and Maintenance will be provided in accordance with the terms and conditions set forth at <http://media.flexerasoftware.com/documents/Support-VIM-SLA.pdf>. Notwithstanding Section II.1.c.i. of the Agreement, Schedule 6 shall not apply to Vulnerability Intelligence Manager.
- Disclaimer.** While the Software is intended to detect and disclose vulnerabilities in Licensee's system, Flexera Software makes no representation or warranty that the Software will detect all vulnerabilities.

**[END OF SCHEDULE 4]**

**SCHEDULE 5**  
**TERMS AND CONDITIONS FOR EVALUATION SOFTWARE, FREE SOFTWARE, AND NFR SOFTWARE**

The use of Software received by Licensee for purposes of evaluation (“**Evaluation Software**”), regardless of how labeled, any Software provided at no charge (“**Free Software**”), and any software that is identified as a “Not for Resale” or “NFR” license (“**NFR Software**”) will be governed by the terms set forth in this Schedule 5. Any terms not defined in this Schedule 5 shall have the meanings ascribed to them in the Agreement. The provisions of this Schedule 5 shall be in addition to the terms included in the main body of the Agreement, provided that in the event of a conflict between the terms included in this Schedule 5 and the terms of the main body of the Agreement, the terms included in this Schedule 5 shall prevail.

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  - c. **For NFR Software:** a temporary, limited, internal use, non-exclusive, non-transferable license to use NFR Software solely for the purposes of training, education, and support for Licensee’s internal personnel. Without limiting the foregoing, Licensee may not use NFR Software to create or deploy any application, package, or other software, manage any device, or for any other purpose. This license may be terminated by Flexera Software at any time upon notice to Licensee.
2. **Evaluation Period.** If Licensee has received the Software for purposes of evaluation, regardless of how labeled, the use of the Software is limited to a specified period of time, as detailed in the email accompanying the download instructions, or if not specified in such email, twenty one (21) days from Licensee’s acceptance of this Agreement (the “Evaluation Period”).
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4. **No Maintenance.** Flexera Software will have no Support and Maintenance obligation to Licensee for unless otherwise agreed by the parties.
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6. **Limitation of Liability.** **IN NO EVENT WILL FLEXERA SOFTWARE BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR DATA, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH, EVEN IF FLEXERA SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO CASE WILL FLEXERA SOFTWARE’S LIABILITY FOR ANY DAMAGES HEREUNDER EXCEED FIFTY DOLLARS (US \$50).**
7. **Termination.** Licensee’s license may be terminated by Flexera Software at any time immediately upon notice to Licensee. In the event of termination, Licensee must cease using the Software, destroy all copies of the Software (including copies in storage media), if applicable, and certify such destruction to Flexera Software. This requirement applies to all copies in any form, partial or complete. Upon the effective date of any termination, Licensee relinquishes all rights granted under this Agreement.

**[END OF SCHEDULE 5]**