

# FLEXERA SOFTWARE

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**[END OF MAIN AGREEMENT]**

## SCHEDULE 1

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|                                |   |
|--------------------------------|---|
| InstallShield Express          | InstallShield Limited Edition for Visual Studio |
| InstallShield Professional     | InstallAnywhere Professional                    |
| InstallShield Premier          | InstallAnywhere Premier                         |
| InstallShield Standalone Build | InstallAnywhere Standalone Build                |
| InstallShield Collaboration    | InstallAnywhere Virtualization and Cloud        |

#### I. DEFINITIONS

**"Build System"** means a machine or group of machines dedicated to compiling code via automated or scheduled tasks.

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## **[END OF SCHEDULE 1]**

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|  |   |
|--|---|
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| AdminStudio Professional               | AdminStudio Limited Edition               |
| AdminStudio Enterprise                 | AdminStudio Inventory and Rationalization |
| AdminStudio Virtual Desktop Assessment | Workflow Manager                          |

|                                       |                   |
|---------------------------------------|-------------------|
| AdminStudio Application Compatibility | WiseScript Editor |
| AdminStudio Mobile                    |                   |

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4. “**User**” means any individual in Licensee’s organization that may request, have deployed to, or otherwise receive any application, package, or other software 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. The Software 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 Users within Licensee’s organization, and only if that total number of Users within Licensee’s organization does not exceed the License Level.

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**[END OF SCHEDULE 2]**

**SCHEDULE 3**

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|-----------------------|-------------------------------|--|
|                       | FlexNet Manager Platform      | FlexWrap                                     |
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|                       | FlexNet Manager for Microsoft | <b>Workflow Manager</b>                      |
|                       | FlexNet Manager for Oracle    | <b>App Portal</b>                            |
|                       | FlexNet Manager for SAP       |  |
|                       | FlexNet Manager for Symantec  |  |
|                       | FlexNet Manager for VMware    |  |

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2. **"Internal Purposes"** means management of Devices located within Licensee's own systems.
3. **"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.
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 Devices of any third party shall require a service provider license.
5. **IBM Cognos.** Licensee may have rights to use the following IBM Cognos programs embedded within the Software solely in conjunction with the Software:



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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.
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contract without additional cost to Licensee. Additional changes may require an additional fee.

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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.

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## **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:

|   |   |
|---|---|
| <b>Corporate<br/>Software<br/>Inspector</b> | <b>Vulnerability<br/>Intelligence<br/>Manager</b> |
|---|---|

**I. DEFINITIONS**

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"** for Corporate Software Inspector means reporting of vulnerabilities related to applications located within Licensee's own systems. **"Internal Purposes"** for Vulnerability Intelligence Manager means assisting with the identification, management and/or remediation of vulnerabilities in applications deployed or to be deployed within Licensee's own systems.
3. **"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.

## **II. GENERAL TERMS**

This Article II sets forth the general terms and conditions applicable to Software Vulnerability Management products.

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**[END OF SCHEDULE 4]**

## SCHEDULE 5

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**[END OF SCHEDULE 5]**