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I. DEFINITIONS

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“**Master Terms and Conditions**” means the definitions set forth in this Section I and the General Terms set forth in Section II.

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“**Schedule**” means the schedule attached to this End User License Agreement titled “Schedule” that outlines the terms and conditions applicable to the Software product(s) identified in such Schedule.

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“**Warranty Period**” means a period of ninety (90) days from initial delivery of the Software to Licensee pursuant to an Order Confirmation.

“**Work Product**” means anything created or provided by Flexera (or its agents) on behalf of Licensee as a part of Services, including, but not limited to, deliverables, work product, code or software and any derivative, enhancement or modification thereof.

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 - c. for all other Services and associated expenses, monthly in arrears.
6. Payment Terms. All payments are non-refundable (except as expressly set forth in this Agreement) and shall be made within thirty (30) days of the date of the applicable invoice. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.
7. Purchases through Resellers. In the event Licensee purchases Software, Support and Maintenance, and/or Services from a reseller, the invoicing and payment terms agreed between Licensee and such reseller shall apply in lieu of the terms set forth herein. In the event such reseller fails to pay the applicable fees, Licensee shall be responsible to Flexera for payment of the fees due and not paid by Reseller.
8. Taxes. Fees do not include taxes. If Flexera is required to pay any sales, use, GST, VAT, or other taxes in connection with Licensee's order, other than taxes based on Flexera's income, such taxes will be billed to and paid by Licensee. Licensee will make all payments of fees to Flexera free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Flexera will be Licensee's sole responsibility and consequently the amount of such fees will be increased such that the net fee received by Flexera will be the same as if such withholding taxes were not imposed, and Licensee will provide Flexera with official receipts issued by the appropriate taxing authority, or such other evidence as the Flexera may reasonably request, to establish that such taxes have been paid.
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13. Controlling Law. For Licensees in North America and Latin America, this Agreement shall be governed by the laws of the State of Illinois and 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. For Licensees in Europe, Middle East, or Africa, this Agreement shall be governed by the substantive laws of England and Wales, excluding that body of law known as conflicts of law and without regard to the United Nations Convention on Contracts for the Sale of Goods. For Licensees in Australia, this Agreement shall be governed by the laws of the State of Victoria, Australia without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. For Licensees in Japan, this Agreement shall be governed by the laws of Japan without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. For Licensees in the Asia Pacific region other than Australia and Japan, this Agreement shall be governed by the laws of Special Administrative Region of Hong Kong without regard to conflicts of laws provisions thereof, and without regard to the Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods.
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15. Compliance.
- Verification/Audits. Upon Flexera's reasonable request, Licensee will furnish Flexera with a signed statement confirming whether the Software is being used by Licensee in accordance with this Agreement. Such statement shall be provided by a person sufficiently aware of the information being certified to and at a level sufficient to bind Licensee. Further, during the term of this Agreement and for a period of one (1) year thereafter, with prior reasonable notice of at least five (5) days, Flexera may audit Licensee for the purpose of verifying the information provided by Licensee under this Agreement, and for the purpose of verifying that Licensee is conforming to the terms of this Agreement. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If an audit reveals an underpayment or that the Licensee's usage is greater than the License Level, then the Licensee shall immediately pay the difference in License fees and, if applicable, Support and Maintenance fees to bring the License Level into compliance. If an audit reveals that (i) Licensee has intentionally misrepresented its usage of the Software, (ii) Licensee materially breached this Agreement, or (iii) Licensee's usage is more than 5% over the License Level, then Licensee shall pay Flexera's reasonable costs of conducting the audit in addition to any fees due to Licensee's misrepresentation or material breach. Audits shall be conducted no more than once annually.
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19. 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.
20. 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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22. Construction and Interpretation. The original of this Agreement has been written in English. Licensee 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" shall 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 vice-versa. Words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires. This Agreement shall be equally and fairly construed without reference to the identity of the party preparing this document. 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 shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.
23. Order of Precedence. In the event of a conflict between the terms of the Master Terms and Conditions, a Schedule, an Order Confirmation, and/or any other attachment or exhibit, the order of precedence shall be as follows: (i) Order Confirmation, (ii) Schedule, (iii) attachment, (iv) exhibit, and (v) Master Terms and Conditions.
24. Independent Contractors. The parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Licensee acknowledges and agrees that the Software and Services 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 Software or Work Product; all actions taken or not taken by Licensee based on the output of the Software or Work Product shall be the responsibility of Licensee. 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.
25. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, Licensee agrees that it will not hire or attempt to hire, on behalf of Licensee or any other organization, any employee of Flexera unless Licensee has first obtained Flexera's written consent. Notwithstanding the foregoing, Licensee shall not be in breach of this provision if an employee of Flexera responds to a general advertisement for employment.
26. Force Majeure. Neither party shall 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, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.
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29. 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, handicap, national origin, or sexual orientation.
30. 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 foreign government or any agency or instrumentality thereof and (ii) it will comply in all respects with the Foreign Corrupt Practices Act and UK Bribery Act 2010.
31. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
32. 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.
33. Schedules. The following Schedules are attached to this End User License Agreement and are hereby incorporated by reference:
 - a. Schedule 1 – Terms and Conditions for Installation Products
 - b. Schedule 2 – Terms and Conditions for Application Readiness Products
 - c. Schedule 3 – Terms and Conditions for Software License Optimization Products
 - d. Schedule 4 – Terms and Conditions for Software Vulnerability Management Products
 - e. Schedule 5 – Terms and Conditions for Software Composition Analysis Products
 - f. Schedule 6 – Terms and Conditions for Software Monetization Products
 - g. Schedule 7 – Terms and Conditions for Data Platform Products
 - h. Schedule 8 – Terms and Conditions for Evaluation Software, Free Software, and NFR Software
 - i. Schedule 9 – Terms and Conditions for Technical Account Manager
34. Entire Agreement. This Agreement, including all Schedules, 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. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except that Flexera may modify this Agreement from time to time by including a revised version with new versions of the Software. The modified terms will become effective upon inclusion with the new version and will apply only to that version and any future version thereafter. By Licensee accepting the revised Agreement, Licensee agrees to be bound by the current terms then in effect. It is Licensee's responsibility to review the Agreement for all new versions. No provision of any purchase order or other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

[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.

"Internal Purposes" means distribution of installation programs of Licensee products both internally within Licensee and externally to Licensee's customers.

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 - d. Software Engineering Services Site. Licensee shall identify, upon Flexera's request, the Customer and the site of the performance of the Software Engineering Services for such Customer for each applicable license.
 - e. Notice of Termination of Software Engineering Services for Named Customer. In the event Software Engineering 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 the Software as this Agreement. Licensee shall notify Flexera of any uncured breach of any terms related to the Software of which it becomes aware. Licensee will enforce the agreement it has with its Customer as it relates to the Software 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.
4. Expiration.
- a. Expiration of Licenses. Upon completion or termination of the Software Engineering Services for a Customer (the "Expiration Date"), Licensee will cease using the applicable licenses for such Customer. If the Software was installed and used at Customer's site, Licensee will uninstall the Software from any equipment used for the provision of Software Engineering 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.
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[END OF SCHEDULE 1]

SCHEDULE 2
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AdminStudio Standard	AdminStudio Virtualization
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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[END OF SCHEDULE 2]

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FlexWrap
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Workflow Manager
App Portal Enterprise Edition
App Broker for ServiceNow

FLEXNET MANAGER SUITE

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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.
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2. “Internal Purposes” means management of Instances for Licensee’s own business purposes.
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3. Grant of License. Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera 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.

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2. **"Internal Purposes"** means management of applications located within Licensee's own systems.
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[END OF SCHEDULE 3]

SCHEDULE 4
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Corporate Software Inspector
Vulnerability Intelligence Manager
Software Vulnerability Manager

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[END OF SCHEDULE 4]

SCHEDULE 5
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FlexNet Code Aware

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2. **"Internal Purposes"** means scanning and analyzing applications located within Licensee's (including Affiliates) own systems.
3. **"User"** means the individuals who access the Software for the purposes of scanning or analyzing applications.
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[END OF SCHEDULE 5]

SCHEDULE 6
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- FlexNet Publisher Reference Linux Platforms
- FlexNet Embedded Platforms
- FlexNet Embedded Reference Linux Platforms
- FlexNet Embedded Porting Kit

FlexNet Operations

- Advanced Lifecycle Management Module
- Advanced Organization Module
- FlexNet Operations Electronic Delivery
- Usage Management Module
- Cloud Licensing Service Module
- Additional Instance

FlexNet Connect

- FlexNet Connect Instrumentation / Telemetry Module
- FlexNet Connect Platforms
- FlexNet Connect Reference Linux Platform
- FlexNet Connect Porting Kit
- FlexNet Connect Cloud Enterprise Update Management Module

Standalone Cloud Electronic Delivery

I. FLEXNET LICENSING

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10. For any FlexNet Embedded Platforms identified on an Order Confirmation that include the phrase "reference Linux" in its name on the Order Confirmation (the "FlexNet Embedded Reference Linux Platforms"), Licensee may implement such Platform(s) on the processor set listed in the FlexNet Embedded Reference Linux Platform name in combination with any Linux operating systems other than any of the Linux operating systems platforms available from Flexera as of the date of the applicable Order Confirmation.
11. Support and Maintenance is only available on the FlexNet Embedded Reference Linux Platforms licensed regardless of the Linux platform on which Licensee implements FlexNet Embedded. Accordingly, all requests for support related to a Linux platform must be reproducible by Licensee on the licensed FlexNet Embedded Reference Linux Platform. In the event the support request is reproducible on the FlexNet Embedded Reference Linux Platform, Flexera will provide support to Licensee. In the event the support request is not reproducible on the FlexNet Embedded Reference Linux Platform, Flexera will have no obligation to provide support to Licensee with respect to such request.
12. For any FlexNet Embedded Porting Kit identified on an Order Confirmation, the Licensee is granted the right to use the FlexNet Embedded Porting Kit in order to port the FlexNet Embedded Software to any platform other than a FlexNet Embedded Platform available from Flexera at the time of purchase (each a "Licensee Ported Platform"). Licensee acknowledges that Flexera will retain all ownership in and to the FlexNet Embedded Porting Kit and the port to the Licensee Ported Platform(s).
13. Licensee understands and acknowledges that Support and Maintenance is only available on the FlexNet Embedded Platform(s) licensed and will not be provided for any Licensee Ported Platforms. Accordingly, all requests for support on the Licensee Ported Platforms must be reproducible by Licensee on the FlexNet Embedded Platform(s) licensed or, if no FlexNet Embedded Platform is licensed, on one of the CentOS or Debian Linux FlexNet Embedded Platforms available as of the date of the request for support (each a "FlexNet Embedded Reference Platform"). In the event the support request is reproducible on an applicable FlexNet Embedded Reference Platform, Flexera will provide support to Licensee. In the event the support request is not reproducible on an applicable FlexNet Embedded Reference Platform, Flexera will have no obligation to provide support to Licensee with respect to such request.

II. FLEXNET OPERATIONS

GENERAL TERMS AND CONDITIONS

1. **Definitions**
 - a. **"FNO End User"** means an individual licensee of a Licensee FNO Product.
 - b. **"FNO Revenue"** means the sum of (i) all revenue from all sources directly related to the Licensee FNO Software 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 plus (ii) all revenue from all sources directly related to the Licensee FNO Hardware Products recognized in accordance with GAAP during each of Licensee's fiscal years, including, but not limited to all license, lease and recurring maintenance and support revenue. FNO Revenues shall not include (a) revenue from consulting services related to the implementation, installation, customization or configuration of Licensee FNO Products or (b) revenue from any generic hardware (e.g., a 3rd party blade server) sold alongside a Licensee FNO Product.
 - c. **"Licensee FNO Hardware Products"** means the hardware products developed by or for Licensee that will be directly or indirectly enabled, protected or managed by the FlexNet Operations Software. A Licensee hardware product is not a Licensee FNO Hardware Product merely because the FlexNet Operations Software or a Licensee FNO Software Product is installed upon it; rather a Licensee

hardware product must be enabled, protected or managed by the FlexNet Operations Software for it to be a Licensee FNO Hardware Product.

- d. **"Licensee FNO Products"** means collectively, the Licensee FNO Software Products and the Licensee FNO Hardware Products.
 - e. **"Licensee FNO Software Products"** means the software application products developed by or for Licensee that will be directly or indirectly enabled, protected or managed by the FlexNet Operations Software, including, but not limited to any Licensee software that is enabled by the use of a base product that is enabled by the FlexNet Operations Software (e.g., plugins, APIs, web services, etc.). Licensee FNO Software Products shall not include any Licensee software product that, even if sold alongside or bundled with a different Licensee FNO Software Product, can be installed and used in its entirety by an end user without the use and/or installation of a Licensee FNO Software Product.
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.

FLEXNET OPERATIONS PROVIDED ON-PREMISE

1. **Definitions**
- a. **"Licensee Site"** means the website hosted by Licensee through which FNO End Users may access Licensee's production instance of the FlexNet Operations Software.
2. **Grant of License.** Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera grants Licensee, solely for use with respect to the specific Customer identified and term specified in such Order Confirmation, a non-transferable, non-sublicensable, non-exclusive license to install and use solely with Licensee FNO Products that generate revenue and that generate FNO Revenue in an amount that does not exceed the License Level, (i) Software, in accordance with the Documentation, and (ii) Documentation.
3. **End Users.** Flexera grants to Licensee the right to provide each FNO End User with limited access to the Licensee Site for the limited purpose of managing such FNO End User's assets and entitlements to Licensee FNO Products. Licensee may install an unlimited number of copies of the FlexNet Operations Software, however Licensee may only have a single Licensee Site.
4. **Support and Maintenance.** Support and Maintenance will be provided in accordance with the terms and conditions set forth at http://resources.flexerasoftware.com/web/pdf/archive/Silver_Support.pdf. Support and Maintenance for a perpetual license may be renewed for the first renewal period (the duration of which may be no shorter than one year and no longer than the length of the initial Support and Maintenance period) for the same annual rate paid during the first Support and Maintenance period.

FLEXNET OPERATIONS ON-PREMISE ELECTRONIC DELIVERY

1. **"Cloud Site"** means the website hosted by Flexera through which Licensee may access Cloud Software.
2. **Cloud Software.** While Licensee has licensed FlexNet Operations as On-Premise Software, the FlexNet Operations On-Premise Electronic Delivery Module is provided via a Cloud Site.
3. **Cloud Site URL.** Licensee hereby requests that the Cloud Site be established using the following URL: flexnetoperations.com. If Licensee does not provide its preferred URL, Flexera will establish the URL for the Cloud Site based on Licensee's public URL. For example, in Flexera's case, whose public URL is www.flexerasoftware.com, the Cloud Site would be established as flexerasoftware.flexnetoperations.com.
4. **Delivery.** The Cloud Site shall be part of a multi-tenant hosted environment and shall be provided subject to the Service Levels set forth at <http://media.flexerasoftware.com/documents/Cloud-Service-Levels.pdf> as of the date hereof. Flexera shall not materially diminish such Service Levels during the Subscription Period set forth in the applicable Order Confirmation.
5. **Metrics.** The Order Confirmation shall establish the number of GB that Licensee is entitled to store in the Cloud Site (the **"Storage Limit"**) and as well as the number of GB that Licensee is entitled to deliver via the Cloud Site (the **"Delivery Limit"**). To the extent Licensee exceeds the Storage Limit or Delivery Limit, Licensee shall pay Flexera overage fee(s) equal to twice the fees paid on a per GB basis for all GBs in excess of the Storage Limit or Delivery Limit.
6. **Grant of License.** Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera grants Licensee, solely for use with respect to the specific Customer identified and term specified in such Order Confirmation, a non-transferable, non-sublicensable, non-exclusive license to use solely with Licensee FNO Products that generate revenue and that generate FNO Revenue in an amount that does not exceed the License Level, (i) the Software, in accordance with the Documentation, and (ii) Documentation.
7. **Licensee Grant.** Licensee grants to Flexera the right to reproduce, copy, host and distribute the Licensee FNO Products as necessary for Flexera to implement and provide the Cloud Site as set forth herein. Notwithstanding the foregoing, Licensee or its licensors own all right, title and interest in and to the Licensee FNO Products and related Licensee documentation, and in all proprietary and intellectual property rights related thereto, including but not limited to patent, copyright, trademark and trade secret rights wherever arising in the world. Subject to the limited licenses granted herein, no such rights are transferred to Flexera hereunder. Flexera will not use, copy, modify, distribute, or provide any third party access to the Licensee FNO Products except as contemplated under this Agreement. Flexera will not decompile, disassemble or reverse engineer the Licensee FNO Products. Licensee warrants that (i) it has the authority to grant to Flexera the license described herein and (ii) it shall use commercially available anti-virus software to test the Licensee FNO Products for viruses, worms, Trojan horses or other harmful, malicious or destructive code and such test has shown no such viruses, worms, Trojan horses or other harmful, malicious or destructive code.
8. **Export.** To provide the Cloud Site and comply with U.S. export laws, Flexera may obtain from Licensee and/or FNO End Users, store, and use personally identifying information about FNO End Users. Such data will be considered Confidential Information of Licensee, provided Flexera may disclose it to government agencies, including without limitation the Bureau of Industry and Security of the U.S. Department of Commerce (the "BIS"), as required by applicable law or regulation, including without limitation the U.S. Export Administration Regulations ("EAR"). Each party shall comply fully with applicable U.S. laws and regulations governing the export of technical data, including, but not limited to the EAR and other U.S. export laws and regulations. Licensee shall cooperate with Flexera in its efforts to ensure that the Cloud Site complies with the EAR and other applicable export laws and regulations. Such cooperation shall include Licensee's providing to

Flexera export information regarding the Licensee FNO Products, including encryption levels, U.S. export control classification numbers ("ECCN") and, if applicable, U.S. commodity classification automated tracking system ("CCATS") numbers and any export control rules or data applicable to the Flexera and/or its products and services additional to those imposed by the U.S. government. Licensee shall also provide to Flexera identifying Account and FNO End User information, including Account and FNO End User names, full addresses and e-mail addresses, to enable Flexera to perform adequate export screening and any required BIS reporting. Flexera may disallow downloads outside the United States of Licensee FNO Products for which Licensee has not provided required information, may disallow downloads by Accounts or FNO End Users for which Licensee has not provided required information and may disallow downloads in order to comply with U.S. or other applicable export controls. Any such disallowance of downloads by Flexera shall not constitute a breach of this Agreement or excuse non-payment by Licensee. Licensee shall not allow downloads of Licensee FNO Products with an ECCN of 5D002 outside of the United States when using the Cloud Site in Flexera's pre-production user acceptance testing environment. Licensee authorizes Flexera to file any necessary export control documentation on its behalf.

9. **Indemnification.** Licensee shall defend and indemnify Flexera from and against any claim asserted against Flexera by a third party based upon an allegation that a Licensee FNO Product, or Flexera's copying, hosting or distribution thereof infringes, without limitation, U.S. patent, U.S. copyright, or U.S. trademark in place as of the date of the applicable Order Confirmation for Licensees in North America and Latin America; A patent enforceable in a Patent Cooperation Treaty jurisdiction, copyright enforceable in a jurisdiction that is a signatory to the Berne Convention, or trademark in place as of the date of the applicable Order Confirmation for Licensees in Europe, Middle East, Africa, or the Asia Pacific Region. The foregoing indemnification obligation of Licensee shall not apply if the Licensee FNO Product is modified (except for setting configuration options provided in the FlexNet Operations Software) by Flexera (unless done so at Licensee's request). THIS SECTION 8 SETS FORTH LICENSEE'S SOLE LIABILITY AND FLEXERA'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING A BREACH OF ANY REPRESENTATION OR WARRANTY RELATED THERETO.

FLEXNET OPERATIONS PROVIDED VIA THE CLOUD SITE

1. **Definitions**
 - a. **"Account"** means an entity, or a unit or sub-unit of an entity that is designated by Licensee as an "account" or "organization" or some derivation thereof in the Cloud Site (currently, "Account", "Allocation Account", "Organization", and "Sub-Organization"). A company or organization may include multiple Accounts (for example, where units or sub-units within it are entitled to receive different sets of Licensee FNO Products).
 - b. **"Cloud Site"** means the website hosted by Flexera through which Licensee may access Cloud Software.
2. **Use with Licensee Products.** The FlexNet Operations Software may be used by Licensee solely with Licensee FNO Products that generate revenue and that generate FNO Revenue in an amount that does not exceed the License Level. In addition, the number of Accounts per Quarter shall be deemed to be the sum of all Accounts that were active in such Quarter. There are no Account fees due until the number of Accounts in any Quarter exceeds 150,000 Accounts. Each Account in excess of 150,000 during each quarter shall incur a fee of \$0.60 per Account.
3. **Cloud Site URL.** Licensee hereby requests that the Cloud Site be established using the following URL: flexnetoperations.com. If Licensee does not provide its preferred URL, Flexera will establish the URL for the Cloud Site based on Licensee's public URL. For example, in Flexera's case, whose public URL is www.flexerasoftware.com, the Cloud Site would be established as flexerasoftware.flexnetoperations.com. In addition to the one Cloud Site, Flexera shall provide Licensee with access to a second, non-production user acceptance testing instance of the FlexNet Operations Software.
4. **Delivery.** The Cloud Site shall be part of a multi-tenant hosted environment and shall be provided subject to the Service Levels set forth at <http://media.flexerasoftware.com/documents/Cloud-Service-Levels.pdf> as of the date hereof. Flexera shall not materially diminish such Service Levels during the Subscription Period set forth in the applicable Order Confirmation.
5. **Grant of License.** Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera grants Licensee, solely for use with respect to the specific Customer identified and term specified in such Order Confirmation, a non-transferable, non-sublicensable, non-exclusive license to use solely with Licensee FNO Products that generate revenue and that generate FNO Revenue in an amount that does not exceed the License Level, (i) the Software, in accordance with the Documentation, and (ii) Documentation.
6. **Licensee Grant.** Licensee grants to Flexera the right to reproduce, copy, host and distribute the Licensee FNO Products as necessary for Flexera to implement and provide the Cloud Site as set forth herein. Notwithstanding the foregoing, Licensee or its licensors own all right, title and interest in and to the Licensee FNO Products and related Licensee documentation, and in all proprietary and intellectual property rights related thereto, including but not limited to patent, copyright, trademark and trade secret rights wherever arising in the world. Subject to the limited licenses granted herein, no such rights are transferred to Flexera hereunder. Flexera will not use, copy, modify, distribute, or provide any third party access to the Licensee FNO Products except as contemplated under this Agreement. Flexera will not decompile, disassemble or reverse engineer the Licensee FNO Products. Licensee warrants that (i) it has the authority to grant to Flexera the license described herein and (ii) it shall use commercially available anti-virus software to test the Licensee FNO Products for viruses, worms, Trojan horses or other harmful, malicious or destructive code and such test has shown no such viruses, worms, Trojan horses or other harmful, malicious or destructive code.
7. **End Users.** Flexera grants to Licensee the right to provide each FNO End User with limited access to the Cloud Site for the limited purpose of managing such FNO End User's assets and entitlements to Licensee FNO Products. Notwithstanding the foregoing, Flexera or its licensors own all right, title and interest in and to the Cloud Site and related documentation, and in all proprietary and intellectual property rights related thereto, including but not limited to patent, copyright, trademark and trade secret rights wherever arising in the world. Subject to the limited licenses granted herein, no such rights are transferred to Licensee hereunder. Licensee will not use, copy, modify distribute, or provide any third party access to the Cloud Site (including their user interfaces) except as provided in this Agreement.
8. **Indemnification.** Licensee shall defend and indemnify Flexera from and against any claim asserted against Flexera by a third party based upon an allegation that a Licensee FNO Product, or Flexera's copying, hosting or distribution thereof infringes, without limitation, U.S. patent, U.S. copyright, or U.S. trademark in place as of the date of the applicable Order Confirmation for Licensees in North America and Latin America; A patent enforceable in a Patent Cooperation Treaty jurisdiction, copyright enforceable in a jurisdiction that is a signatory

to the Berne Convention, or trademark in place as of the date of the applicable Order Confirmation for Licensees in Europe, Middle East, Africa, or the Asia Pacific Region. The foregoing indemnification obligation of Licensee shall not apply if the Licensee FNO Product is modified (except for setting configuration options provided in the FlexNet Operations Software) by Flexera (unless done so at Licensee's request). THIS SECTION 8 SETS FORTH LICENSEE'S SOLE LIABILITY AND FLEXERA'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING A BREACH OF ANY REPRESENTATION OR WARRANTY RELATED THERETO.

CLOUD ELECTRONIC DELIVERY

1. **"Cloud Site"** means the website hosted by Flexera through which Licensee may access Cloud Software.
2. **Export.** To provide the Cloud Site and comply with U.S. export laws, Flexera may obtain from Licensee and/or FNO End Users, store, and use personally identifying information about Accounts and/or FNO End Users. Such data will be considered Confidential Information of Licensee, provided Flexera may disclose it to government agencies, including without limitation the Bureau of Industry and Security of the U.S. Department of Commerce (the "BIS"), as required by applicable law or regulation, including without limitation the U.S. Export Administration Regulations ("EAR"). Each party shall comply fully with applicable U.S. laws and regulations governing the export of technical data, including, but not limited to the EAR and other U.S. export laws and regulations. Licensee shall cooperate with Flexera in its efforts to ensure that the Cloud Site complies with the EAR and other applicable export laws and regulations. Such cooperation shall include Licensee's providing to Flexera export information regarding the Licensee FNO Products, including encryption levels, U.S. export control classification numbers ("ECCN") and, if applicable, U.S. commodity classification automated tracking system ("CCATS") numbers and any export control rules or data applicable to the Flexera and/or its products and services additional to those imposed by the U.S. government. Licensee shall also provide to Flexera identifying Account and FNO End User information, including Account and FNO End User names, full addresses and e-mail addresses, to enable Flexera to perform adequate export screening and any required BIS reporting. Flexera may disallow downloads outside the United States of Licensee FNO Products for which Licensee has not provided required information, may disallow downloads by Accounts or FNO End Users for which Licensee has not provided required information and may disallow downloads in order to comply with U.S. or other applicable export controls. Any such disallowance of downloads by Flexera shall not constitute a breach of this Agreement or excuse non-payment by Licensee. Licensee shall not allow downloads of Licensee FNO Products with an ECCN of 5D002 outside of the United States when using the Cloud Site in Flexera's pre-production user acceptance testing environment. Licensee authorizes Flexera to file any necessary export control documentation on its behalf.
3. **Metrics.** The Order Confirmation shall establish the number of GB that Licensee is entitled to store in the Cloud Site (the **"Storage Limit"**) and as well as the number of GB that Licensee is entitled to deliver via the Cloud Site (the **"Delivery Limit"**). To the extent Licensee exceeds the Storage Limit or Delivery Limit, Licensee shall pay Flexera overage fee(s) equal to twice the fees paid on a per GB basis for all GBs in excess of the Storage Limit or Delivery Limit.

STANDALONE CLOUD ELECTRONIC DELIVERY

1. **Cloud Software.** Where an Order Confirmation includes the Standalone Cloud Electronic Delivery Module, the FlexNet Operations Provided Via the Cloud Site and Cloud Electronic Delivery terms and conditions included in this Schedule 6 shall apply in respect of the same.

III. FLEXNET CONNECT

GENERAL TERMS AND CONDITIONS

1. **Definitions**
 - a. **"Cloud Site"** means the website hosted by Flexera through which Licensee may access Cloud Software.
 - b. **"FNC End User"** means a licensee of a Licensee FNC Products.
 - c. **"FNC Platform"** means a separately purchased component of the FlexNet Connect Software that relates to a unique combination of (i) a development language, (ii) an operating system and (iii) a processor set.
 - d. **"FNC Revenue"** means the sum of (i) all revenue from all sources directly related to the Licensee FNC Software 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 plus (ii) all revenue from all sources directly related to the Licensee FNC Hardware Products recognized in accordance with GAAP during each of Licensee's fiscal years, including, but not limited to all license, lease and recurring maintenance and support revenue. FNC Revenues shall not include (a) revenue from consulting services related to the implementation, installation, customization or configuration of Licensee FNC Products or (b) revenue from any generic hardware (e.g., a 3rd party blade server) sold alongside a Licensee FNC Product.
 - e. **"Licensee FNC Hardware Products"** means all of Licensee's hardware products with which Licensee directly or indirectly uses the FlexNet Connect Software. A Licensee hardware product is not a Licensee FNC Hardware Product merely because the FlexNet Connect Software or a Licensee FNC Software Product is installed upon it; rather the FlexNet Connect Software must be used with the Licensee hardware product itself for it to be a Licensee FNC Hardware Product.
 - f. **"Licensee FNC Products"** means collectively, the Licensee FNC Software Products and the Licensee FNC Hardware 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. **Redistributables.** Licensee may copy any files specifically identified in the Documentation as "redistributables" and redistribute such files with Licensee FNC Products to FNC End Users, provided that: (a) such Licensee FNC Products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; (c) Licensee grants the FNC 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 FNC Products; and (d) Licensee informs the FNC End Users of the connection, collection and dissemination of information between such FNC End Users, Licensee and/or Flexera, as applicable. Licensee will reproduce with the redistributables all applicable trademark and copyright notices that accompany the FlexNet Connect Software and/or redistributables, but Licensee may not use Flexera's

name, logos or trademarks to market Licensee's products. The termination of any FlexNet Connect Software license shall not require the removal or deletion of the redistributables from Licensee FNC Products that were distributed prior to the effective date of termination.

4. **Limitations.** Licensee shall not (and shall not allow any third party to):
 - a. use the FlexNet Connect Software to capture, collect or transfer any information, including, but not limited to, information related to its FNC 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;
 - b. publicly disseminate pricing, performance information, features, or analysis (including, without limitation, benchmarks) from any source relating to the FlexNet Connect Software;
 - c. use the data captured using the Instrumentation Management module of the FlexNet Connect Software to post-charge Licensee customers in any way (maintenance, subscription, surcharge, etc.); or
 - d. use the FlexNet Connect Software with a Licensee product where the primary functionality of such Licensee product when taken as a whole is substantially similar to the functionality of the FlexNet Connect Software.
5. For any FNC Platforms any identified on an Order Confirmation that include the phrase "reference Linux" in its name on the applicable Order Confirmation (the "FlexNet Connect Reference Linux Platforms"), Licensee may implement such FNC Platform(s) on the processor set listed in the FlexNet Connect Reference Linux Platform name in combination with any Linux operating systems other than any of the Linux operating system FNC Platforms available from Flexera as of the date of the applicable Order Confirmation.
6. Support and Maintenance is only available on the FlexNet Connect Reference Linux Platforms licensed regardless of the Linux platform on which Licensee implements FlexNet Connect. Accordingly, all requests for support related to a Linux platform must be reproducible by Licensee on the licensed FlexNet Connect Reference Linux Platform. In the event the support request is reproducible on the FlexNet Connect Reference Linux Platform, Flexera will provide support to Licensee. In the event the support request is not reproducible on the FlexNet Connect Reference Linux Platform, Flexera will have no obligation to provide support to Licensee with respect to such request.
7. For any FlexNet Connect Porting Kit identified on an Order Confirmation, the Licensee is granted the right to use the FlexNet Connect Porting Kit in order to port the FlexNet Connect Software to any platform other than a FNC Platform available from Flexera as of the date of the applicable Order Confirmation (each a "Licensee Ported FNC Platform"). Licensee acknowledges that Flexera will retain all ownership in and to the FlexNet Connect Porting Kit and the port to the Licensee Ported FNC Platform(s).
8. Licensee understands and acknowledges that Support and Maintenance is only available on the FNC Platform(s) licensed and will not be provided for any Licensee Ported FNC Platforms. Accordingly, all requests for support on the Licensee Ported FNC Platforms must be reproducible by Licensee on the FNC Platform(s) licensed or, if no FNC Platform is licensed, on one of the CentOS or Debian Linux FNC Platforms available from Flexera at the time of Licensee's request for support (each a "FlexNet Connect Reference Platform"). In the event the support request is reproducible on an applicable FlexNet Connect Reference Platform, Flexera will provide support to Licensee. In the event the support request is not reproducible on an applicable FlexNet Connect Reference Platform, Flexera will have no obligation to provide support to Licensee with respect to such request.

ON-PREMISES SOFTWARE

1. **Definitions**
 - a. **"Licensee FNC Software Products"** means all of Licensee's software products with which Licensee directly or indirectly uses the FlexNet Connect Software to provide updates, instruments or messages to its customers and end users.
2. **Grant of License.** Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera grants Licensee, solely for use with respect to the specific Customer identified and term specified in such Order Confirmation, a non-transferable, non-sublicensable, non-exclusive license to use solely with Licensee FNC Products that generate revenue and that generate FNC Revenue in an amount that does not exceed the License Level, (i) the Software, in accordance with the Documentation, and (ii) Documentation.
3. **Delivery.** The FlexNet Connect Software consists of both a server element (the "Back Office Software") and a client element (the "Client Software"). Licensee may install the Back Office Software on Licensee's computers for use only by Licensee's employees and Contractors. Licensee may make a copy of the Back Office Software solely for back-up or testing purposes. The Client Software shall be deemed a "redistributable" and subject to the limitations set forth in the applicable Order Confirmation.
5. **Support and Maintenance.** Support and Maintenance will be provided in accordance with the terms and conditions set forth at http://resources.flexerasoftware.com/web/pdf/archive/Silver_Support.pdf. Support and Maintenance for a perpetual license may be renewed for the first renewal period (the duration of which may be no shorter than one year and no longer than the length of the initial Support and Maintenance period) for the same annual rate paid during the first Support and Maintenance period.

CLOUD SOFTWARE

1. **Definitions**
 - a. **"Cloud Site"** means the website hosted by Flexera through which Licensee may access Cloud Software.
 - b. **"Licensee FNC Software Products"** means all of Licensee's software products with which Licensee directly or indirectly uses the FlexNet Connect Software.
2. **Grant of License.** Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera grants Licensee, solely for use with respect to the specific Customer identified and term specified in such Order Confirmation, a non-transferable, non-sublicensable, non-exclusive license to use solely with Licensee FNC Products that generate revenue and that generate FNC Revenue in an amount that does not exceed the License Level, (i) the Software, in accordance with the Documentation, and (ii) Documentation.
3. **Delivery.** The FlexNet Connect Software consists of both a server element (the "Back Office Software") and a client element (the "Client Software"). Flexera shall make the Back Office Software available to Licensee remotely via a Cloud Site. The Cloud Site shall be part of a multi-tenant hosted environment and shall be provided subject to the Service Levels set forth at: <http://media.flexerasoftware.com/documents/Cloud-Service-Levels.pdf>. Flexera shall not materially diminish such Service Levels during

the Subscription Period set forth in the applicable Order Confirmation. The Client Software shall be deemed a “redistributable” and subject to the limitations set forth in the applicable Order Confirmation.

4. Grant. Licensee grants to Flexera the right to reproduce, copy, host and distribute the Licensee FNC Products as necessary for Flexera to implement and provide the Cloud Site as set forth herein. Notwithstanding the foregoing, Licensee or its licensors own all right, title and interest in and to the Licensee FNC Products and related Licensee documentation, and in all proprietary and intellectual property rights related thereto, including but not limited to patent, copyright, trademark and trade secret rights wherever arising in the world. Subject to the limited licenses granted herein, no such rights are transferred to Flexera hereunder. Flexera will not use, copy, modify, distribute, or provide any third party access to the Licensee FNC Products except as contemplated under this Agreement. Flexera will not decompile, disassemble or reverse engineer the Licensee FNC Products. Licensee warrants that (i) it has the authority to grant to Flexera the license described herein and (ii) it shall use commercially available anti-virus software to test the Licensee FNC Products for viruses, worms, Trojan horses or other harmful, malicious or destructive code and such test has shown no such viruses, worms, Trojan horses or other harmful, malicious or destructive code.
5. Ownership. Flexera or its licensors own all right, title and interest in and to the Cloud Site and related documentation, and in all proprietary and intellectual property rights related thereto, including but not limited to patent, copyright, trademark and trade secret rights wherever arising in the world. Subject to the limited licenses granted herein, no such rights are transferred to Licensee hereunder. Licensee will not use, copy, modify distribute, or provide any third party access to the Cloud Site (including their user interfaces) except as provided in this Agreement.
6. For any FlexNet Connect Cloud Enterprise Update Management Modules identified on an Order Confirmation, Flexera grants to Licensee the right to provide each FNC End User with limited access to the Cloud Site for the limited purpose of managing such FNC End User’s assets and entitlements to Licensee FNC Products. Notwithstanding the foregoing, Flexera or its licensors own all right, title and interest in and to the Cloud Site and related documentation, and in all proprietary and intellectual property rights related thereto, including but not limited to patent, copyright, trademark and trade secret rights wherever arising in the world. Subject to the limited licenses granted herein, no such rights are transferred to Licensee hereunder. Licensee will not use, copy, modify distribute, or provide any third party access to the Cloud Site (including their user interfaces) except as provided in this Agreement.

[END OF SCHEDULE 6]

SCHEDULE 7
TERMS AND CONDITIONS FOR DATA PLATFORM PRODUCTS

The terms of this Schedule 7 shall apply to all Data Platform products licensed by Flexera to Licensee. Any terms not defined in this Schedule 7 shall have the meanings ascribed to them in the Agreement. The provisions of this Schedule 7 shall be in addition to the terms included in the Master Terms and Conditions, provided that in the event of a conflict between the terms included in this Schedule 7 and the Master Terms and Conditions, the terms included in this Schedule 7 shall control. As of November 2017, the following products are considered "Data Platform products" and such list may be updated from time to time by Flexera in its sole discretion without amending this Schedule 7:

Analyze
Normalize
Technopedia Catalog

1. Definitions
 - a. **"Content"** means the content, or any subset thereof, contained in the Technopedia Catalog.
 - b. **"Device"** means any IP-connected device that is not a Server such as desktops, routers, switches, etc. for which any function is performed with the Content. For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices, Servers or End-Points that were in place at any point during the previous year.
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SCHEDULE 8
TERMS AND CONDITIONS FOR EVALUATION SOFTWARE, FREE SOFTWARE, AND NFR SOFTWARE

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[END OF SCHEDULE 8]

SCHEDULE 9
TERMS AND CONDITIONS FOR TECHNICAL ACCOUNT MANAGER

This Schedule 9 describes the Technical Account Manager (“**TAM**”) services that may be purchased by Licensee. Any terms not defined in this Schedule 9 shall have the meanings ascribed to them in the Agreement. The provisions of this Schedule 9 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 9 and the terms of the main body of the Agreement, the terms included in this Schedule 9 shall prevail.

1. **TAM Overview.** The TAM provides focused account management for all Licensee service related issues. The TAM oversees all Licensee service activities and provides consolidated information for all technical support issues. This personalized point-of-contact works to enable Flexera in partnership with Licensee to deliver on agreed expectations.
2. **TAM Scope.** The products supported by the TAM will be identified in the applicable Order Confirmation. The TAM works closely with Licensee staff to perform the following tasks:
 - a. **Communication and Reporting**
 - i. Conducts weekly open incident reviews with Licensee.
 - ii. Provides monthly incident activity reports on bugs and enhancements.
 - iii. Provides annual onsite executive briefing (Annual Business Review) at the designated Licensee facility. The TAM provides a report representing ongoing projects, open issue, enhancements, bugs, product road maps, key performance indicators, release dates and improvement recommendations. The executive briefing occurs at the designated site as agreed by Flexera and Licensee.
 - iv. The TAM in conjunction with designated Licensee personnel sets the agenda for each meeting, which will include, but not be limited to, topics to be discussed, Flexera attendees, Licensee attendees and any other requirements to confirm the correct teams are involved.
 - v. Attends regular review meetings with Licensee operational personnel and senior management that may fall outside defined weekly, monthly and quarterly meetings. These meetings may include any levels of Licensee staff (Operational and Management).
 - b. **Proactive Support**
 - i. Maintains a high level of awareness of the account and identify issues potentially affecting the Flexera product environment.
 - ii. Leverages Flexera industry practice knowledge to help Licensee optimize the use of Flexera applications.
 - iii. Manages the processing and implementation of bugs and enhancements.
 - iv. Identifies training gaps and suggests documentation and Flexera tools to increase efficiency and help optimize the use of Flexera products.
 - c. **Problem Management**
 - i. The TAM confirms that the appropriate resource is assigned to each incident, drives escalation when necessary, and follows up to confirm resolution. The specific responsibilities include:
 - ii. Reviewing open incident inquiries and facilitating resolution.
 - iii. Providing proper response to high severity incidents in accordance with Licensee maintenance contract and facilitating a resolution.
 - iv. Acting as primary point-of-contact for all call escalations and critical incident reporting.
3. **Out of Scope.** Activities outside the scope of the TAM include, but are not limited to:
 - a. Project work managed by a Flexera Project Manager.
 - b. Multiple, basic installation services requiring project management services.
 - c. Installing and configuring of Flexera applications.
 - d. Managing new application implementations.
 - e. Any chargeable professional services specialist functions.
 - f. Any application or host system tasks that encompass coding, scripting, application analysis, system performance, troubleshooting, or application logins.
 - g. The TAM can be engaged prior to or after an Incident is open, but will have no responsibility for opening an Incident.
 - h. The TAM does not ensure that any or every issue that is raised will be or can be resolved. The TAM provides Licensee with a focal point and advocate for the issues and enhancements requested by Licensee. As a result, Flexera makes no guarantee or warranty to be able to solve or resolve any specific issue.
4. **TAM Deliverables.** Flexera will provide Licensee with the following deliverables:

Phase	Deliverable
Kick Off	TAM introduction
Weekly	Open incident summary
Monthly	Incident activity reports /Management meeting
Annually	Onsite executive summary (Annual Business Review)

5. **Licensee Obligations.** Prior to and/or during the engagement, Licensee must:
 - a. Continue to follow the standard channels for opening an Incident (email/phone/web).
 - b. Nominate a primary technical person and respective backup technical person for all communications with the TAM on operational

issues.

- c. Keep the TAM apprised of business, organizational, and technical issues that may have direct impact on the effective delivery of the TAM's obligations.

6. Escalations. The TAM will be the conduit for all escalations, which will include escalations on Incidents, professional services work or any other issues associated with Flexera. During times of leave/holidays, the TAM will provide Licensee with the contact details of the person/team that will cover the different aspects of the role in his/her absence. In the event of a Severity 1 problem, which is defined as a problem that causes an urgent, critical impact that impairs the performance of substantially all major functions of the Software or a Licensee product, Licensee should contact the TAM immediately via a phone call followed by an email.

	Escalation level			
	1	2	3	4
Licensee IT	Operations Team	Management team	Senior Vice president level	CEO,CIO level
Flexera	Technical Account Manger	Vice president of Account Management	Senior Vice president of Product and Services	President and CEO

[END OF SCHEDULE 9]