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31. 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.
32. Schedules. The following Schedules are attached to this End User License Agreement and are hereby incorporated by reference:
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 - c. [Schedule 3](#) – Terms and Conditions for Software License Optimization Products
 - d. [Schedule 4](#) – Terms and Conditions for Software Vulnerability Management Products
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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

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[END OF SCHEDULE 1]

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AdminStudio Professional	AdminStudio Limited Edition
AdminStudio Enterprise	AdminStudio Inventory and Rationalization
AdminStudio Virtual Desktop Assessment	Workflow Manager
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FLEXNET MANAGER SUITE

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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.** Flexera Software may provide Licensee rights to use the following IBM Cognos programs embedded within the Software solely in conjunction with the Software: Analytics Administrator, Analytics Explorer, Analytics User, 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>.

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. **IBM Cognos.** Flexera Software may provide Licensee rights to use the following IBM Cognos programs embedded within the Software solely in conjunction with the Software: Analytics Administrator, Analytics Explorer, Analytics User, 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. **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.
7. 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.
4. IBM Cognos. Flexera Software may provide Licensee rights to use the following IBM Cognos programs embedded within the Software solely in conjunction with the Software: Analytics Administrator, Analytics Explorer, Analytics User, 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>.

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 ENTERPRISE EDITION

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

1. **“Internal Purposes”** means management of applications located within Licensee’s own systems.
2. Grant of License. App Portal Limited Edition is a functionally limited version of the App Portal software and is intended specifically for use with Flexera Software’s AdminStudio software. Subject to all of the terms and conditions of this Agreement, Flexera Software grants Licensee a limited, internal use, non-exclusive, non-transferable license to use App Portal Limited Edition solely for Licensee’s Internal Purposes at Licensee’s site(s) only. Flexera Software grants Licensee the right to install and use App Portal Limited Edition for up to five (5) applications. For the purposes of this Section, App Portal Limited Edition shall also include any Documentation of App Portal Limited Edition provided to Licensee under this Agreement.
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LICENSEE'S ACCEPTANCE OF THIS AGREEMENT.

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).**

APP BROKER FOR SERVICENOW

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.

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 May 2017, 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

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.

A. CORPORATE SOFTWARE INSPECTOR

1. Vulnerability Tracking Database. Licensee is not entitled to use the vulnerability tracking database (vuln_track) outside of the user interface of the Software.
2. Copies. Notwithstanding Section II.1.e. of the Agreement, Licensee may not make copies of the Software without prior written approval from Flexera Software.
3. 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>. The Service Levels referred to in Section II.1.c.i. of the Agreement shall not apply to Corporate Software Inspector.
4. 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.

B. VULNERABILITY INTELLIGENCE MANAGER

1. Vulnerability Tracking Database. Licensee is not entitled to use the vulnerability tracking database (vuln_track) outside of the user interface of the Software.
2. Copies. Notwithstanding Section II.1.e. of the Agreement, Licensee may not make copies of the Software without prior written approval from Flexera Software.
3. 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>. The Service Levels referred to in Section II.1.c.i. of the Agreement shall not apply to Vulnerability Intelligence Manager.
4. 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.

III. INTERNAL USE LICENSE RIGHTS AND OBLIGATIONS

This Article III sets forth the terms and conditions under which Licensee desires to license quantities of the Software for its internal use.

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1. 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.

B. VULNERABILITY INTELLIGENCE MANAGER

1. 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. Providing advisories or vulnerability updates (x) on applications located within third party systems or (y) to third parties other than Contractors is prohibited.

IV. SERVICE PROVIDER USE LICENSE RIGHTS AND OBLIGATIONS

This Article IV sets forth the terms and conditions under which Licensee has licensed quantities of the Software for use in the delivery of IT Services to its Customers, as those terms are defined below.

1. Definitions.
 - a. **"Customers"** means the customers of Licensee for which Licensee has purchased a service provider license to use the Software to provide IT Services. Licensee may not be its own Customer. Licensee shall be solely responsible for the Customer relationship; Flexera Software shall have no obligations whatsoever to Customers.
 - b. **"IT Services"** means those services that Licensee provides to Customers utilizing the Software for the purpose of managing software vulnerabilities within Customer's internal organization.
2. Grant of License. Subject to all of the terms and conditions of this Agreement and the applicable Order Confirmation, Flexera Software 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, within the License Level, for the sole purpose of providing IT Services to Customer for such Customer's internal purposes, (i) Software, in accordance with the Documentation, and (ii) Documentation.
3. Installation. In addition to the installation rights set forth in the Agreement, Licensee may install and operate the Software at a Customer location.
4. Named Customer. Licensee may use the Software for the named Customer identified in the applicable Order Confirmation. Licensee may not use the Software for any Customer other than the Customer identified in the applicable Order Confirmation.
5. License Restrictions.
 - a. Software may not be left behind at Customer's site or on Customer's systems once the IT Services are completed. If computers, servers or networks on which the Software is installed are no longer owned or leased by Licensee, Licensee must remove the Software from such computers, servers or networks.
 - b. Licensee may not use the Software for the purpose of distribution outside of Customer's organization.
 - c. Licensee may not use the Software for its own Internal Purposes.
6. Licensee Obligations.
 - a. Representations. Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning the Software which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Flexera Software to Licensee hereunder. In no event shall Licensee make any representation, warranty or guarantee by or on behalf of Flexera Software. Licensee shall represent Flexera Software and its Software in a positive and professional manner at all times. Licensee is not to re-brand or otherwise represent the software as anything other than [Product Name] by Flexera Software LLC without express written approval from Flexera Software. This shall include, but not be limited to, reports, splash screens, documentation and all other intellectual property.
 - b. Business Practices. Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Flexera Software or its Software and agrees to comply with all applicable federal, state and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement. Licensee further agrees to notify Flexera Software sixty (60) days in advance if Licensee intends to sell, represent or promote any products competitive with the Software.
 - c. Licensee Indemnity. Licensee will defend, indemnify and hold harmless Flexera Software from and against any loss, cost, liability or damage, including attorneys' fees, for which Flexera Software becomes liable arising from or relating to: (a) any breach by Licensee of any term of this Agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Flexera Software or (c) any other act or omission of Licensee in connection with the marketing or distribution of the Software under this Agreement.
 - d. IT Services Site. Licensee shall identify the Customer and the site of the performance of the IT Services for such Customer for each applicable license. In the event Licensee fails to identify the Customer, the first customer of Licensee for whom Licensee uses the Software shall be deemed the "Customer" for the purpose of the license.
 - e. Notice of Termination of IT Services for Named Customer. In the event IT Services expire or are terminated for a particular Customer, Licensee may be required to notify Flexera Software 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 Software 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 Software and Licensee will reasonably cooperate on actions to be taken to enforce breaches of Flexera Software's intellectual property rights against a Customer.
 - g. Certification. Within thirty (30) days of Flexera Software's request and no more than once per year, Alliance Partner shall provide a written certification of its compliance with the applicable License Level for the immediately preceding twelve (12) month period.
7. Expiration.
 - a. Expiration of Licenses. Upon completion or termination of the IT Services for a Customer (the "Expiration Date"), Licensee will cease using the licenses applicable to 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 IT Services to such Customer, and will provide Flexera Software with certification thereof. For the purpose of clarity, Licensee may not transfer licenses to Customers without Flexera Software's prior written consent, which may be withheld in Flexera Software's sole discretion.
 - b. Effect of Termination. In no event will Licensee be entitled to receive a refund of any license fees paid prior to the applicable termination date, and Licensee shall be responsible for the fees applicable for the remainder of the license term as if such license

- had not been terminated or expired.
8. Support and Maintenance. Flexera Software shall have no support or maintenance obligations whatsoever to Customers.
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- a. Marketing Materials. All marketing materials, demonstration copies of the Software (if applicable), and other materials provided by Flexera Software hereunder will remain the property of Flexera Software, and upon termination or expiration, such materials will be returned to Flexera Software within thirty (30) days.
 - b. Trademarks. Licensee may use Flexera Software's trademarks in connection with the Software. All displays of Flexera Software's trademarks that Licensee intends to use will conform to reasonable guidelines provided from time to time by Flexera Software. Flexera Software will have the right to approve all usage by Licensee of its trademarks. Licensee will not use any of Flexera Software's trademarks in conjunction with another trademark.

[END OF SCHEDULE 4]

SCHEDULE 5
TERMS AND CONDITIONS FOR SOFTWARE COMPOSITION ANALYSIS PRODUCTS

The terms of this Schedule 5 shall apply to all Software Composition Analysis products licensed by Flexera Software to Licensee. 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 control. As of May 2017, the following products are considered "Software Composition Analysis products" and such list may be updated time to time by Flexera Software in its sole discretion without amending this Schedule 5:

FlexNet Code Insight
FlexNet Code Aware

1. **"Developer"** means the individuals within Licensee's organization who contribute code to the applications that will be scanned or analyzed by the Software. For the purpose of certification as set forth in the Agreement, the number of Developers includes all Developers who have contributed code to any scanned or analyzed application at any point during the previous year.
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.
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. Scanning or analyzing applications of any third party shall require a separate license.
5. **Node-Locked Licenses**. If Licensee has licensed Software on a node-locked basis, Licensee may install and use one instance of the Software on a single computer either physically installed or on a virtual image on that computer only at Licensee's site(s) for Licensee's Internal Purposes only in accordance with the License Level. A node-locked license is limited to use by a single User on a single computer or virtual image; Licensee may not install the Software on a shared computer. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is strictly prohibited.
6. **Support and Maintenance**. Support and Maintenance 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.

[END OF SCHEDULE 5]

SCHEDULE 6
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 6. Any terms not defined in this Schedule 6 shall have the meanings ascribed to them in the Agreement. The provisions of this Schedule 6 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 6 and the terms of the main body of the Agreement, the terms included in this Schedule 6 shall prevail.

1. **Grant of License.** Subject to all of the terms and conditions of this Agreement, Flexera Software grants Licensee:
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 - b. *For Free Software:* a limited, internal use, non-exclusive, non-transferable license to use the Software for Licensee's internal business requirements at Licensee's site(s) only. Except as otherwise expressly set forth herein or in the applicable Order Confirmation, the license does not include source code.
 - 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 6]

SCHEDULE 7
TERMS AND CONDITIONS FOR TECHNICAL ACCOUNT MANAGER

This Schedule 7 describes the Technical Account Manager (“**TAM**”) services that may be purchased by 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 main body of the Agreement, provided that in the event of a conflict between the terms included in this Schedule 7 and the terms of the main body of the Agreement, the terms included in this Schedule 7 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 Software 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 software 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 Software 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 Software product environment.
 - ii. Leverages Flexera Software industry practice knowledge to help Licensee optimize the use of Flexera Software applications.
 - iii. Manages the processing and implementation of bugs and enhancements.
 - iv. Identifies training gaps and suggests documentation and Flexera Software tools to increase efficiency and help optimize the use of Flexera Software 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 inquires and facilitating resolution.
 - iii. Providing proper response to high severity incidents is 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 Software Project Manager.
 - b. Multiple, basic installation services requiring project management services.
 - c. Installing and configuring of Flexera Software 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 Software makes no guarantee or warranty to be able to solve or resolve any specific issue.
4. **TAM Deliverables.** Flexera Software 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 Software. 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 Software	Technical Account Manger	Vice president of Account Management	Senior Vice president of Product and Services	President and CEO

[END OF SCHEDULE 7]