

ATTACHMENT A
FLEXERA SOFTWARE
END-USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: This End-User License Agreement (“**Agreement**”) is a legal contract between you, either (a) an individual user or (b) a business organization (in either case the “**Licensee**”), and Flexera Software for the Software.

By executing this Agreement in writing, Licensee agrees to be bound by the terms of this Agreement and Licensee represents that Licensee is authorized to enter into this Agreement on behalf of Licensee’s corporate entity (if applicable). If Licensee is an individual entering into this Agreement on behalf of a company or other legal entity, Licensee represents that it has the authority to bind such entity and its Affiliates to these terms and conditions; if Licensee does not have such authority, or if Licensee does not wish to be bound by the terms of this Agreement, DO NOT EXECUTE THIS AGREEMENT. If Licensee has a separately executed written software license agreement and order schedule with Flexera Software for the Software, then such separate agreement shall apply and this End User License Agreement shall be of no force or effect with respect to such Software.

As used herein, *for Licensees in Japan*, “**Flexera Software**” means Flexera Software GK, a Godo Kaisha organized under the laws of Japan; *for Licensees in Europe, Middle East, Africa, or India*, “**Flexera Software**” means Flexera Software Limited, a private company limited by shares and incorporated in England and Wales with company number 6524874; *for Licensees in Australia and New Zealand*, “**Flexera Software**” means Flexera Software Pty Limited. with ABN 40 052 412 156 and *for Licensees outside of the countries listed above*, “**Flexera Software**” means Flexera Software LLC, a Delaware limited liability company.

I. DEFINITIONS

“**Affiliate**” means any entity under the control of Ordering Activity where “control” means ownership of or the right to control greater than 50% of the voting securities of such entity.

“**Cloud Site**” means the website hosted by Flexera Software through which Ordering Activity may access Cloud Software.

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

“**Contractor**” means any third party contracted by Ordering Activity to perform services on behalf of and for the benefit of Ordering Activity.

“**Documentation**” means the technical specification documentation generally made available by Flexera Software to its Ordering Activity with regard to the Software.

“**License Level**” means the allowed level of usage of the Software licensed to Ordering Activity in an Order Confirmation.

“**Ordering Activity Site**” means any location owned or leased solely by Ordering Activity or an Affiliate or that portion of any shared space, such as a shared data center, attributable solely to Ordering Activity or such Affiliate, or in the instance of an employee working remotely, that location from which such employee is working while using Ordering Activity or Affiliate-provided equipment on which the Software may be installed. “**On-Premise Software**” means the object code form of the Software licensed to Ordering Activity for installation at a Ordering Activity site.

“**Order Confirmation**” means a purchased order issued by Ordering Activity specifying the Software and Support and Maintenance (if any) purchased by Ordering Activity that are subject to the terms of this Agreement. An Order Confirmation may also be referred to as a “License Certificate” or “License Certificate”.

“**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.

“**Services**” means professional consulting services. Services shall not include Support and Maintenance which is otherwise defined herein. “**Software**” means the software products specified in an applicable Order Confirmation

with which this Agreement was provided or referenced, including any Updates to the Software provided by Flexera Software to Ordering Activity. Except as otherwise expressly set forth herein or in the applicable Order Confirmation, Software does not include source code. The Software may include features that will limit use of the Software in excess of the License Level.

“Subscription Period” means the fixed period of time applicable to a subscription license set forth in an applicable Order Confirmation for which Ordering Activity is licensed to use the Software.

“Support and Maintenance” means the support and maintenance services set forth on the applicable Order Confirmation.

“Updates” means patches, additions, modifications, and new versions of the Software incorporating such patches, additions and modifications that are provided to Ordering Activity by Flexera Software and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that Flexera Software considers to be a separate product or for which Flexera Software charges its customers extra or separately.

“Warranty Period” means a period of ninety (90) days from initial delivery of the Software to Ordering Activity pursuant to an Order Confirmation. **“Work Product”** means anything created or provided by Flexera Software (or its agents) on behalf of Ordering Activity as a part of Services, including, but not limited to, deliverables, work product, code or software and any derivative, enhancement or modification thereof.

II. GENERAL TERMS

1. General Software Rights and Obligations.

- a. License. The specific license grant for the Software licensed by Ordering Activity with which this Agreement was provided will be set forth in the applicable Schedule to this Agreement.
License Term. An Order Confirmation will identify whether Ordering Activity is purchasing a perpetual license or a subscription license and, if a subscription, the Subscription Period.
- b. Delivery. If Ordering Activity licenses On-Premise Software, the On-Premise Software and associated Documentation shall be delivered by electronic means. If Ordering Activity licenses Cloud Software, Ordering Activity will receive access to the Cloud Software via the Cloud Site.
 - i. 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 Appendix B. Flexera Software will not materially diminish such Service Levels during the Subscription Period.
 - ii. Aggregate Usage Information. Flexera Software may aggregate information regarding Ordering Activity’s use of the Cloud Site with information about use of the Cloud Site by Flexera Software’s other Ordering Activity’s, and may use such aggregated information to report on how the Cloud Site is used by Flexera Software’s Ordering Activity’s generally, for improvement and development of Flexera Software’s products, and for marketing purposes. In providing this aggregated information, Flexera Software shall not identify Ordering Activity to any third party.
- c. Reduction in License Level. Unless otherwise agreed to by Flexera Software in writing, Ordering Activity may not reduce its License Level for any purpose, including without limitation for the purpose of reducing Ordering Activity’s Support and Maintenance fee. Notwithstanding the foregoing, Ordering Activity may terminate its licenses to the applicable Software in their entirety by providing written notice to Flexera Software.
- d. Installation and Copies. Ordering Activity may install On-Premise Software on Ordering Activity’s or Affiliates’ machines only and only at Ordering Activity Sites as many instances of the Software as is designated in the applicable Order Confirmation. Ordering Activity may not make copies of the Software unless otherwise set forth in an applicable Order Confirmation. Notwithstanding the foregoing, Ordering Activity may make a copy of the Software for back-up purposes. Notwithstanding the foregoing, provided that Ordering Activity, Contractor and Flexera Software execute an offsite contractor form, Ordering Activity may allow a Contractor to install On-Premise Software on Contractor’s own premises.
- e. Use by Affiliates and Contractors. Subject to the terms and conditions of this Agreement, Ordering Activity’s Affiliates and Contractors may also use the licenses granted to Ordering Activity, provided that

(a) such use is only for Ordering Activity's or such Affiliate's benefit, and (b) Ordering Activity agrees to remain responsible for each such Affiliate's and Contractor's compliance with the terms and conditions of this Agreement. Use of the Software by the Affiliates, Contractors and Ordering Activity in the aggregate must be within the License Level. The Affiliate rights granted in this section shall not apply to any unlimited License Level licenses unless Affiliate usage is specifically designated in the applicable Order Confirmation.

- f. License Restrictions. Ordering Activity shall not (and shall not allow any third party to):
- i. decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or limits reverse engineering restrictions, and then only with prior written notice to Flexera Software);
 - ii. distribute (except as expressly permitted herein), sell, sublicense, rent, lease or use the Software or Documentation (or any portion thereof) for time sharing, service bureau, hosting, service provider or like purposes;
 - iii. remove any product identification, proprietary, copyright or other notices contained in the Software, including but not limited to any such notices contained in the physical and/or electronic media or Documentation, in the Setup Wizard dialog or "about" boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Software, or in any archival or back-up copies, if applicable;
 - iv. modify any part of the Software or Documentation, create a derivative work of any part of the Software or Documentation, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by Flexera Software; or
 - v. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software or Documentation.
2. Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Flexera Software and its suppliers will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and the Documentation and all copies thereof, modifications thereto, and derivative works based thereupon so long as Ordering Activity has a nonexclusive, nontransferable license to use said modifications and derivative works for its own internal purposes at no extra charge. Ordering Activity acknowledges that it is obtaining only a limited license right to the Software and the Documentation and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Ordering Activity under this Agreement or otherwise.
3. Support and Maintenance.
- a. Support and Maintenance. Flexera Software shall provide the level of Support and Maintenance set forth on the applicable Order Confirmation, if any, during such period as specified in the Order Confirmation. . . Subscription license fees include Support and Maintenance for the duration of the Subscription Period.
 - b. Exclusions. Flexera Software will have no Support and Maintenance obligation to Ordering Activity: (a) where the Software source code has been modified (except for Updates); or (b) for any Evaluation Software or Free Software.
 - c. Renewals. For perpetual licenses, in the event Ordering Activity elects not to obtain Support and Maintenance, Ordering Activity may retain the Software and Documentation but will have no further right to Support and Maintenance for the Software. If Ordering Activity wishes to reinstate lapsed Support and Maintenance for a perpetual license by issuing a new purchase order, Ordering Activity may do so only within ninety (90) days from expiration of the Support and Maintenance term by paying Flexera Software an amount equal to (i) the then-applicable GSA fee for annual Support and Maintenance plus (ii) the fees

that would have been due had Ordering Activity remained enrolled during the lapsed period. For perpetual licenses, 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 maintenance period) for the GSA Schedule Contract or Schedule Pricelist rate for Support and Maintenance.

4. Services. Any Services provided by Flexera Software with respect to the Software will be provided pursuant to this EULA.
 - a. Expenses. If Services are performed onsite at Ordering Activity's facilities, Ordering Activity agrees to pay any travel expenses in accordance with FTR/JTR, as applicable, Ordering Activity shall only be liable for such travel expenses as approved as by Ordering Activity and funded under the applicable ordering document.
 - b. Reserved.
 - c. Work Product.
 - i. Flexera Software grants to Ordering Activity a perpetual, non-transferable, non-sublicensable, non-exclusive, worldwide license right to import, export, execute, reproduce, distribute, modify, adapt, make derivative works of, and use Work Product for any purpose, provided such use is not competitive with Flexera Software.
 - ii. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Flexera Software and its suppliers will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Work Product. Ordering Activity acknowledges that it is obtaining only a limited license right to the Work Product and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Ordering Activity under this Agreement or otherwise.
 - iii. Ordering Activity acknowledges that any source code, design documents, strategy reports or other similar Work Product shall be considered Flexera Software Confidential Information.
 - iv. Work Product shall not include any materials provided to Flexera Software by or on behalf of Ordering Activity in connection with the Services. Ordering Activity will retain any ownership interest (including all intellectual property rights) in such materials and Flexera Software will make no ownership claim with respect to such materials.
5. Invoicing. Unless otherwise agreed in writing, Flexera Software will invoice Ordering Activity as follows:
 - a. for perpetual Software licenses, in accordance with the terms of the GSA Schedule Contract or Purchase Order;
 - b. for subscription (i) Software licenses, (ii) Support and Maintenance, and (iii) Services, in accordance with the terms of the GSA Schedule Contract or Purchase Order; and/or
 - c. for all other Services and associated expenses, in accordance with the terms of the GSA Schedule Contract or Purchase Order.
6. Warranty.
 - a. Limited Software Performance Warranty. Flexera Software warrants to Ordering Activity that during the Warranty Period the Software shall operate in substantial conformity with the Documentation. Flexera Software does not warrant that Ordering Activity's use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Flexera Software's liability (and Ordering Activity's remedy) for any breach of this warranty shall be, in Flexera Software's sole discretion, to use commercially reasonable efforts to provide Ordering Activity with an error-correction or work-around which corrects the reported non-conformity, to replace the non-conforming Software with conforming Software, or if Flexera Software determines such remedies to be impracticable within a reasonable period of time, to terminate the Agreement and refund the license fee

paid for the Software. Flexera Software shall have no obligation with respect to a warranty claim unless notified of such claim in writing within the Warranty Period.

- b. Exclusions. The limited warranties set forth in this Section shall not apply to warranty claims arising out of or relating to: (a) use of the Software with hardware or software not required in the Documentation; (b) modifications made to the Software source code; (c) defects in the Software due to accident, abuse or improper use by Ordering Activity; or (d) Evaluation Software, Free Software or NFR Software.
 - c. Disclaimer. **THE WARRANTIES IN THIS SECTION ARE LIMITED WARRANTIES AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SOFTWARE IS PROVIDED "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ORDERING ACTIVITY MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.** The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
7. Reserved.
 8. Reserved.
 9. Controlling Law. This Agreement shall be governed by the Federal laws of the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.
 10. Reserved.
 11. Compliance.
 - a. Validation of Use. In order to protect the Software from unauthorized use and in order to confirm Ordering Activity's compliance with the license grants and restrictions set forth in this Agreement, the Software may contain validation procedures designed to detect and report to Flexera Software information identifying usage potentially violating the terms of this Agreement. This information does not contain any personally identifiable information of Ordering Activity or the end user.
 12. Confidentiality.
 - a. Confidential Information. Any software, documentation or technical information provided by Flexera Software (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed "Trade Secrets" of Flexera Software without any marking or further designation. Flexera Software recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.
 - b. Protection of Confidential Information. The Recipient shall a) have the right to disclose the Confidential Information only to its employees, consultants and Affiliates having a need to know and who have agreed in writing to be bound to confidentiality terms substantially similar to those contained herein; b) use at least as great a standard of care in protecting the Discloser's Confidential Information as it uses to protect its own information of like character, but in any event not less than a reasonable degree of care; c) use such Confidential Information only in connection with its rights and/or obligations under this Agreement; and d) at the Discloser's option return or destroy any or all Confidential Information upon the Discloser's demand. Except as expressly authorized herein, for a period of three (3) years following the disclosure date of Confidential Information to the Recipient, the Recipient will hold in confidence and not make any unauthorized use or disclosure of any Confidential Information. No time limit shall apply to Confidential Information marked or otherwise identified as or deemed to be a "Trade Secret".
 - c. Usage Data. Licensee understands that Flexera Software may utilize technology that gathers information about Licensee's computer system, however, such data is used solely for the purpose of understanding

machine types and other system-oriented information and does not contain any personally identifiable information of Licensee.

- d. Exclusions. The Recipient's nondisclosure obligation shall not apply to information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Recipient; (c) is rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Recipient who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Discloser).
13. Publicity. Either party may include the other party's company name in a list of customers and/or suppliers without the other party's written consent to the extent allowed by GSAR 552.203-71. Any other use of the other party's name or logo is prohibited without such other party's written consent.
14. 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.
15. 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.
16. Notices and Reports. Any notice or report due to Flexera Software hereunder shall be in writing to the notice address set forth in the preamble to this Agreement (for Flexera Software, a mandatory copy shall always be sent to: Flexera Software LLC, 300 Park Boulevard Suite 500, Itasca, IL 60143, Attention Legal Department). Any notice or report due to Licensee hereunder shall be in writing to the address set forth in the Order Confirmation. Notice shall be deemed given: (a) upon receipt if by personal delivery; (b) two (2) Business Days following deposit for delivery to the party with an internationally recognized overnight courier; or (c) via confirmed facsimile in which case it shall be deemed received on the date of the transmission as evidenced by a valid receipt of confirmation. Each party to this Agreement may change its location for notice under this Agreement by giving notice to the other party in accordance with the notice provisions contained in this Section.
17. 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.
18. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Ordering Activity acknowledges and agrees that the Software and Services may provide results and conclusions based on facts, assumptions, data, material, and other information that Flexera Software 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 Ordering Activity based on the output of the Software or Work Product shall be the

responsibility of Ordering Activity. 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.

19. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, Ordering Activity agrees that it will not hire or attempt to hire, on behalf of Ordering Activity or any other organization, any employee of Flexera Software unless Ordering Activity has first obtained Flexera Software's written consent. Notwithstanding the foregoing, Ordering Activity shall not be in breach of this provision if an employee of Flexera Software responds to a general advertisement for employment.
20. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).
21. U.S. Government End-Users. The Software is commercial computer software. If the user or Ordering Activity of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited. Ordering Activity shall flow-down this provision to any of its authorized subOrdering Activities (including but not limited to any Ordering Activity Products, as applicable).
22. Export Compliance. Ordering Activity acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Ordering Activity shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) by any end user who has been prohibited from participating in United States export transactions by any federal agency of the United States government; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Ordering Activity agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.
23. Equal Opportunity. Flexera Software 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.
24. 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.
25. 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.
26. 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 Evaluation Software, Free Software, and NFR Software

[END OF MAIN AGREEMENT]

**SCHEDULE 1
TERMS AND CONDITIONS FOR INSTALLATION PRODUCTS**

The terms of this Schedule 1 shall apply to all Installation products licensed by Flexera Software to Ordering Activity. Any terms not defined in this Schedule 1 shall have the meanings ascribed to them in the Agreement. The provisions of this Schedule 1 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 1 and the terms of the main body of the Agreement, the terms included in this Schedule 1 shall control.

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 Ordering Activity products both internally within Ordering Activity

"Upgrade" means a new version of Software made available by Flexera Software, and identified in an invoice, Order Confirmation, or SKU as an "Upgrade".

"User" means the Ordering Activity who access the Software for the purposes of designing and developing software installations.

II. INSTALLSHIELD LIMITED EDITION FOR VISUAL STUDIO

The use of InstallShield Limited Edition for Visual Studio will be governed by the terms set forth below. Ordering Activity may only register for a single instance of the Limited Edition Software.

- Grant of License.** InstallShield Limited Edition for Visual Studio is a functionally limited version of the InstallShield software and is intended specifically for use with Visual Studio. Subject to all of the terms and conditions of this Agreement the underlying GSA Schedule Contract and the applicable Order Confirmation, Flexera Software grants Ordering Activity a limited, internal use, non-exclusive, non-transferable license to use the Software solely for Ordering Activity's Internal Purposes at Ordering Activity's site(s) only. Flexera Software grants Ordering Activity the right to install and use the software on a single computer to be used exclusively with Visual Studio and the right to install and use up to two (2) additional instances for use within a Team Foundation Server environment. For the purposes of this Section, Software shall also include any Documentation of the Software product provided to Ordering Activity under this Agreement.
- Disclaimer of Warranty.** Flexera warrants that the SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. Except as just stated, **THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR**

PURPOSE OR NONINFRINGEMENT. ORDERING ACTIVITY MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTER OF (I) THE STATUTORILY REQUIRED PERIOD OR (II) THIRTY (30) DAYS FROM ORDERING ACTIVITY'S ACCEPTANCE OF THIS AGREEMENT.

III. LICENSE RIGHTS AND OBLIGATIONS

1. License.
 - a. Grant of License. Subject to all of the terms and conditions of this Agreement, underlying GSA Schedule Contract and applicable Order Confirmation, Flexera Software grants Ordering Activity a non-transferable, non-sublicensable, non-exclusive license to use Software for Internal Purposes at Ordering Activity's site(s) only, but only in accordance with (a) the Documentation, (b) this Agreement and (c) the License Level. For the purposes of this Section, Software shall also include any Documentation and any Updates provided to Ordering Activity under this Agreement. For Software that will be used in a service provider role, the terms of Article IV shall apply; licenses not identified as "Service Provider" licenses on an Order Confirmation may not be used in a service provider capacity and shall be governed by this Article III. Distribution of installation programs of non-Ordering Activity products shall require a service provider license as governed by the terms of Article IV below.
 - b. License Models. Ordering Activity may be licensed pursuant to one of the following license models, which will be identified on the applicable Order Confirmation.
 - i. Node-Locked Licenses. If Ordering Activity has licensed Software on a node-locked basis, Ordering Activity 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 Ordering Activity's site(s) for Ordering Activity'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; Ordering Activity 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.
 - ii. Concurrent Licenses. If Ordering Activity has licensed on a concurrent basis, Ordering Activity may install the Software on any machine at

Ordering Activity's site(s) for Ordering Activity's Internal Purposes only in accordance with the License Level. All machines using the Software must have the ability to communicate with a license server to be authorized to use the Software. For the purpose of certification as set forth in the Agreement, the number of concurrent Users is the highest number of Users that accessed the Software at any single point during the previous year.
 - c. Standalone Build Licenses: In addition to the use rights for the Software, Standalone Build Licenses may also be run on a separate Build System but only if run by automated processes or by a User. If Ordering Activity has licensed the InstallAnywhere Standalone Build Node-Lock Software, Ordering Activity may install and use one copy of the Software on a single computer residing on Ordering Activity's premises only for Ordering Activity's Internal Purposes.
 - d. Upgrades. Upgrades, if provided to Ordering Activity, may be licensed to Ordering Activity by Flexera Software. Upgrades may be used only by the User of the original version of the Software that is being upgraded. After installation of an Upgrade, such User may continue to use the prior version(s) of the Software in accordance with the terms and conditions applicable to such version, provided that (i) the prior version(s) may only be used by the same User of the Upgrade; (ii) Ordering Activity acknowledges that any obligation Flexera Software may have to support the prior version(s) may be ended upon the availability of the Upgrade.

- e. Dual-Media Software. Ordering Activity may receive the Software in more than one medium (electronic and on a DVD, for example). Receipt of the Software in more than a single manner (electronic or on a DVD, for example) does not expand the license rights granted to Ordering Activity hereunder. Ordering Activity's use of the Software is limited to the number of licenses (instances) that Ordering Activity has acquired overall, regardless of number or type of media on which it has been provided.
 - f. Transfers. Transfers of licenses that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.
2. Redistributable Files. The Software component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Ordering Activity may copy the files specifically identified in the documentation as "redistributables" and redistribute such files to Ordering Activity's end users of Ordering Activity's products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Ordering Activity grants Ordering Activity's end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of Ordering Activity's products and not to distribute them further. Ordering Activity will reproduce with the redistributables all applicable trademarks and copyright notices that accompany the Software, but Ordering Activity may not use Flexera Software's name, logos or trademarks to market Ordering Activity's products.

SCHEDULE 2
TERMS AND CONDITIONS FOR APPLICATION READINESS PRODUCTS

The terms of this Schedule 2 shall apply to all Application Readiness products licensed by Flexera Software to Ordering Activity. Any terms not defined in this Schedule 2 shall have the meanings ascribed to them in the Agreement. The provisions of this Schedule 2 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 2 and the terms of the main body of the Agreement, the terms included in this Schedule 2 shall control.

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	

I. DEFINITIONS

1. **"Administrator"** means the individuals within Ordering Activity's organization who access the software for the purpose of packaging, re-packaging, evaluating compatibility or suitability of, or creating any workflows for the purpose of deploying a software application or any administrative function related to the Software. Each Administrator license may be installed on one computer and used solely by an individual Administrator within Ordering Activity's organization. Software licensed on a per Administrator model is node-locked and is limited to use by a single individual on a single computer or virtual image; Ordering Activity 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. For the purpose of clarity, a single Administrator license may not be used by more than one individual. For the purpose of certification as set forth in this Agreement, the number of Administrators includes all Administrators that accessed the Software at any point during the previous year.

2. **“Device”** means any physical or virtual device for which any function is performed by the Software (including but not limited to delivering, installing, updating, migrating or repairing any computer program or data file; or 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. A “Device” may have also been referred to in legacy license models as “Desktop” or “Endpoint Device”.
3. **“Internal Purposes”** means distribution of packages to Ordering Activity’s own systems and employees.
4. **“User”** means any individual in Ordering Activity’s organization that may request, have deployed to, or otherwise receive any application, package, or other software prepared using the Software. For the purpose of certification as set forth in this Agreement, the number of Users includes the highest number of Users that were in place at any point during the previous year. The Software may be installed and used by Ordering Activity on computers only at Ordering Activity’s site(s) solely for the benefit of some or all of the Users within Ordering Activity’s organization, and only if that total number of Users within Ordering Activity’s organization does not exceed the License Level.

II. ADMINSTUDIO LIMITED EDITION

The use of AdminStudio Limited Edition will be governed by the terms set forth in this Article II, in addition to the terms set forth in the Agreement. In the event of a conflict between the terms of this Article II and the rest of the Agreement, the terms of this Article II shall prevail. Ordering Activity may only register for a single instance of AdminStudio Limited Edition.

1. **Grant of License.** AdminStudio Limited Edition is a functionally limited version of the AdminStudio software and is intended specifically for use with third party client management software. Subject to all of the terms and conditions of this Agreement, underlying GSA Schedule Contract and the applicable Order Confirmation Flexera Software grants Ordering Activity a limited, internal use, non-exclusive, non-transferable license to use AdminStudio Limited Edition solely for Ordering Activity’s Internal Purposes at Ordering Activity’s site(s) only. Flexera Software grants Ordering Activity the right to install and use AdminStudio Limited Edition. For the purposes of this Section, AdminStudio Limited Edition shall also include any Documentation of AdminStudio Limited Edition provided to Ordering Activity under this Agreement.

Disclaimer of Warranty. Flexera warrants that the AdminStudio SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. Except as just stated, **ADMINSTUDIO LIMITED EDITION IS PROVIDED ON AN "AS IS" BASIS. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ORDERING ACTIVITY MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTER OF (I) THE STATUTORILY REQUIRED PERIOD OR (II) THIRTY (30) DAYS FROM ORDERING ACTIVITY’S ACCEPTANCE OF THIS AGREEMENT.**

III. INTERNAL USE LICENSE RIGHTS AND OBLIGATIONS

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

1. **Grant of License.** Subject to all of the terms and conditions of this Agreement, underlying GSA Schedule Contract and the applicable Order Confirmation, Flexera Software grants Ordering Activity 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. For Software that will be used in a service provider role, the terms of Article III shall apply; licenses not identified as “Service Provider” licenses on an Order Confirmation may not be used in a service provider capacity and shall be governed by this Article

2. **Redistributables.** The Software component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Ordering Activity may copy the files specifically identified in the documentation as “redistributables” and redistribute such files to Ordering Activity’s end users of Ordering Activity’s products, provided that: (a) such products add primary and substantial functionality to the redistributables, (b) all copies of the redistributables must be exact and unmodified; and (c) Ordering Activity grants Ordering Activity’s end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of Ordering Activity’s products and not to distribute them further. Ordering Activity will reproduce with the redistributables all applicable trademarks and copyright notices that accompany the Software, but Ordering Activity may not use Flexera Software’s name, logos or trademarks to market Ordering Activity’s products.
3. **Transfers.** Transfers of Administrator licenses that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.

**SCHEDULE 3
TERMS AND CONDITIONS FOR SOFTWARE LICENSE OPTIMIZATION PRODUCTS**

The terms of this Schedule 3 shall apply to all Software License Optimization products licensed by Flexera Software to Ordering Activity. Any terms not defined in this Schedule 3 shall have the meanings ascribed to them in the Agreement. The provisions of this Schedule 3 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 3 and the terms of the main body of the Agreement, the terms included in this Schedule 3 shall control.

FlexNet Manager Suite		FlexNet Manager for Engineering Applications	
	FlexNet Manager Platform		FlexWrap
	FlexNet Manager for IBM		FlexNet Manager for Cloud Infrastructure
	FlexNet Manager for Microsoft	Workflow Manager	
	FlexNet Manager for Oracle	App Portal	
	FlexNet Manager for SAP		
	FlexNet Manager for Symantec		
	FlexNet Manager for VMware		

FLEXNET MANAGER SUITE

1. **“Device”** means any physical or virtual device for which any function is performed by the Software (including but not limited to delivering, installing, updating, migrating or repairing any computer program or data file; or 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 Ordering Activity’s own systems.
3. **“User”** means the individuals within Ordering Activity’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, the underlying GSA Schedule Contract and the applicable Order Confirmation, Flexera Software grants Ordering Activity 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. Ordering Activity may have rights to use the following IBM Cognos programs embedded within the Software solely in conjunction with the Software: Business Intelligence Advanced Business Author, Business Intelligence Professional Author, Business Intelligence Web Administrator, and Business Intelligence Enhanced Consumer.
6. Acceptable Use Policy. The Software is provided subject to the Acceptable Use Policy (“AUP”) set forth in Exhibit A to this Schedule 3.

FLEXNET MANAGER FOR ENGINEERING APPLICATIONS AND FLEXWRAP

1. **“FlexWrap Author”** means, in relation to FlexWrap, the individual within Ordering Activity’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 Ordering Activity’s own systems.
3. **“User”** means the individuals within Ordering Activity’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 Ordering Activity a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation. Management of applications of any third party shall require a service provider license.
5. FlexNet Manager for Engineering Applications. Each license for FlexNet Manager for Engineering Applications permits the management and administration of license servers and processing of reports associated with the licensed number of Users within Ordering Activity’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 Ordering Activity is under a maintenance contract without additional cost to Ordering Activity.
 - b. Vendor Daemon Substitutions. The designated Vendor Daemon(s) may not be substituted unless the underlying vendor changes the Vendor Daemon. In such instances, there is no extra charge for exchanging the Vendor Daemon.
6. FlexWrap. Each license for FlexWrap permits the “wrapping” of an unlimited number of internally used applications to provide FlexNet licensing capabilities for such applications and a license server to manage license check-ins and check-outs for these applications. FlexWrap provides application usage management and optional enforcement of concurrent limits on application usage. The license server may be installed on a single named server identified by a HostID. A set of redundant servers is considered a “single named server” For the purpose of this license. This license does not permit applications to be wrapped and distributed externally to any other parties. FlexWrap may be used by the total number of FlexWrap Authors within Ordering Activity’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 delivering, installing, updating, migrating or repairing any computer program or data file; or 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 Ordering Activity’s own business purposes.
3. **Grant of License.** Subject to all of the terms and conditions of this Agreement, the underlying GSA Schedule Contract and the applicable Order Confirmation, Flexera Software grants Ordering Activity a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation. Management of Instances for the benefit of any third party shall require a service provider license.

WORKFLOW MANAGER

1. **“Device”** means any physical or virtual device for which any function is performed by the Software (including but not limited to delivering, installing, updating, migrating or repairing any computer program or data file; or 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 Ordering Activity’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 Ordering Activity a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation. Management of Devices of any third party shall require a service provider license.

APP PORTAL

1. **“User”** means any individual that may request, have deployed to, or otherwise receive any application, package, or other software, or other IT or corporate resource or service, prepared using the Software. For the purpose of certification as set forth in this Agreement, the number of Users includes the highest number of Users that were in place at any point during the previous year.
2. **“Internal Purposes”** means management of applications located within Ordering Activity’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 Ordering Activity 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 Ordering Activity’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, the underlying GSA Schedule Contract, and Order Confirmation, Flexera Software grants Ordering Activity a limited, internal use, non-exclusive, non-transferable license to use App Portal Limited Edition solely for Ordering Activity’s Internal Purposes at Ordering Activity’s site(s) only. Flexera Software grants Ordering Activity 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 Ordering Activity under this Agreement.

3. Disclaimer of Warranty. Flexera warrants that the SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. Except as just stated, APP PORTAL LIMITED EDITION IS PROVIDED ON AN "AS IS" BASIS. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ORDERING ACTIVITY MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTER OF (I) THE STATUTORILY REQUIRED PERIOD OR (II) THIRTY (30) DAYS FROM ORDERING ACTIVITY'S ACCEPTANCE OF THIS AGREEMENT.

EXHIBIT A TO SCHEDULE 3

ACCEPTABLE USE POLICY FLEXNET MANAGER SUITE

Summary

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

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

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

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

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

Personally Identifiable Information ("PII")

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

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

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

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

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

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

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

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

Clarification of Roles

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

Providing Too Much Information

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

Logical Separation of Usage versus Content

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

Gold Master Use Rights Information

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

Testing of FlexNet Manager Suite Cloud

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

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

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

Ordering Activity agrees to not conduct vulnerability scanning or penetration testing ("pen testing") without prior written consent of Flexera Software.

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 Ordering Activity. 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.

Corporate Software Inspector	Vulnerability Intelligence Manager
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CORPORATE SOFTWARE INSPECTOR

1. Definitions.

"Device" means any physical or virtual device for which any function is performed by the Software (including but not limited to scanning, delivering, installing, updating, migrating or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status, history, or security vulnerabilities of any software or hardware components or software licenses on or used by the device). For the purpose of certification as set forth in the Agreement, the number of Devices includes the highest number of Devices that were in place at any point during the previous year.

"Internal Purposes" means reporting of vulnerabilities related to applications located within Ordering Activity's own systems.

2. Grant of License. Subject to all of the terms and conditions of this Agreement, the underlying GSA Schedule Contract and the applicable Order Confirmation, Flexera Software grants Ordering Activity 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.
3. Vulnerability Tracking Database. Ordering Activity is not entitled to use the vulnerability tracking database (vuln_track) outside of the user interface of the Software.
4. Copies. Notwithstanding Section II.1.d. of the Agreement, Ordering Activity may not make copies of the Software without prior written approval from Flexera Software.
5. Support and Maintenance. Support and Maintenance will be provided in accordance with the terms and conditions set forth in Appendix A. Notwithstanding Section II.1.c.i. of the Agreement, Schedule 6 shall not apply to Corporate Software Inspector.
6. Disclaimer. While the Software is intended to detect and disclose vulnerabilities in Ordering Activity's system, Flexera Software makes no representation or warranty that the Software will detect all vulnerabilities.

VULNERABILITY INTELLIGENCE MANAGER

1. Definitions.

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

“Recipient” means any person that may, either directly or indirectly, have deployed to, access, or otherwise receive all or any portion of advisories or vulnerability updates by and/or from the Software. For the purpose of certification as set forth in this Agreement, the number of Recipients is equal to the total number of unique Recipients during the previous year.

2. **Grant of License.** Subject to all of the terms and conditions of this Agreement, the underlying GSA Schedule Contract and the applicable Order Confirmation, Flexera Software grants Ordering Activity 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.
3. **IP Address.** For On-Premise Software, Flexera Software will deliver the advisories and/or vulnerability updates to a single IP address. Ordering Activity must inform Flexera Software of any change of IP address.
4. **Vulnerability Tracking Database.** Ordering Activity is not entitled to use the vulnerability tracking database (vuln_track) outside of the user interface of the Software.
5. **Copies.** Notwithstanding Section II.1.d. of the Agreement, Ordering Activity may not make copies of the Software without prior written approval from Flexera Software.
6. **Support and Maintenance.** Support and Maintenance will be provided in accordance with the terms and conditions set forth at in Appendix C. Notwithstanding Section II.1.c.i. of the Agreement, Schedule 6 shall not apply to Vulnerability Intelligence Manager.
7. **Disclaimer.** While the Software is intended to detect and disclose vulnerabilities in Ordering Activity’s system, Flexera Software makes no representation or warranty that the Software will detect all vulnerabilities.

APPENDIX A

Secunia CSI Software Support

The obligation of Secunia to provide technical support for the Secunia CSI Software licensed to the Ordering Activity shall be subject to the conditions described below.

Support Terms

Secunia will provide the Ordering Activity with the technical support described below for a period equal to the duration of Licensing Agreement as purchased by the Ordering Activity since support is included in the agreement. These terms are limited to the CSI solution and do not extend to any other Secunia products. Secunia provides several levels of technical support offerings. Each level has a corresponding support program with distinct benefits.

Support Availability

Secunia support teams are based in Copenhagen, Denmark and Minneapolis, USA. Our support is open Monday through Friday from 08:30 to 16:30 CET and from 08:30 to 17:00 CST in the US. The technical support provided by Secunia as described above can be accessed via the online self-service portal on our support page at <http://secunia.com/support/>, or phone at +45 7020 5144 or +1 888 924 8265.

For some countries outside of the United States, any of the support defined below may be provided by Secunia Certified Partners.

Support Limitations

Support services do not include any type of third party installation, deployment, or application assistance. Support services for Secunia products are provided for questions regarding installation, configuration and usage of Secunia CSI Software only. Due to the nature of our software operating in complex multi-vendor environments, Secunia

does not guarantee Issues will be fixed in any specific time duration. It is the goal of Secunia to deliver our best effort to satisfactorily resolve each Support Case using the guidelines that are outlined below.

Uptime and Scheduled Maintenance

Secunia delivers a yearly uptime of 99.5% on our cloud services.

For normal scheduled maintenance, Secunia provides written notification to Ordering Activity at least 5 business days prior to the scheduled maintenance.

For emergency scheduled maintenance, Secunia provides written notification to Ordering Activity at least 4 hours prior to the scheduled maintenance.

Support Services

The Ordering Activity will receive the following support services based on the level of support purchased since each level has a corresponding support program with distinct benefits.

Services	Standard	Enterprise
Installation Support	X	X
Update/Upgrade Support	X	X
Online Support	X	X
Email Support	X	X
Phone Support		X
On-Site Support		X*
On-Site Training	X**	X**

* All Secunia CSI Enterprise Ordering Activity can opt for On-Site Support for a fee

** All Secunia CSI Ordering Activity can opt for On-Site Training for a fee

Support Definitions

Issue

An Issue that is reproducible in either the Ordering Activity’s, or another Ordering Activity’s environment. When Issues are reported, an Ordering Activity needs to follow the support requirements outlined below.

Support Case

A Support Case is a ticket generated based on a reported Issue which is used for classifying and tracking the Issue. Each Support Case will be assigned a unique Case Number which will be provided to the Ordering Activity for reference.

Updates

Maintenance and Support includes the provision of product updates. Updates are defined as any maintenance releases, error corrections, bug fixes, patches, hot-fixes and/or modifications that are generally made available to Ordering Activity. Updates do not include new product modules.

It is the Ordering Activity's responsibility to provide Secunia with updated contact details.

It is the Ordering Activity's responsibility to ensure that they are running a supported version of our product.

Ordering Activity Requirements

Before utilizing support according to this SLA document, the Ordering Activity is required to designate primary and secondary liaisons that have sufficient understanding of the software, and ensure that the Ordering Activity's support requests are centralized through these Ordering Activity liaisons.

Before a Support Case (Ticket) is raised with Secunia Support, the Ordering Activity is required to spare no effort, including consulting supplied documentation by Secunia, to verify that reported Issues are due to a malfunction of the Software, and not due to the operating system, hardware, data, interfaces, or incorrect configuration of the system. When a Support Case is raised with Secunia Support, it is the Ordering Activity's responsibility to provide all necessary supporting information requested by Secunia that is considered relevant to verifying, diagnosing, or correcting the error, including but not limited to:

- Description of the actions leading to the Issue
- Product log files
- Configuration files
- Screen shots
- Anything else required by Secunia support

Severity Classifications

Secunia will rate the severity of each Support Case based on the criteria below:

Severity 1

- A Support Case where, after proper product installation and use:
- A substantial portion of CSI does not operate and cannot be restarted after the occurrence of the Issue
- There is an Issue in a CSI function that renders a vital CSI function completely unusable
- There is an Issue where a vital CSI function causes a third-party, mission-critical application to be unstable
- There is an Issue with CSI that causes a significant degradation in security in the Order Activity's environment. There is an issue due to CSI that causes significant business impact at multiple sites or significant Order Activity impact, for example, widespread network saturation due to standard configuration and use.

Severity 2

A Support Case where, after proper product installation and use:

- A substantial portion of CSI does not operate properly, causing significant impact
- There is an Issue in a major program function that renders CSI difficult to use
- There is an Issue due to CSI that causes significant business impact to multiple users at a single location

Severity 3

A Support Case where, after proper product installation and use:

- There is a non-critical Issue in CSI causing a degradation in product performance
- There is an Issue in a non-critical program function that has some impact on CSI use

- A substantial portion of CSI is unusable but a workaround exists

Severity 4

- A question regarding the product or requests for information
- Enhancement requests
- Smaller Issues that do not prevent functionality from working
- Access/account requests
- Any Support Case that does not qualify as a Severity 1, 2, or 3

Online Support Response Enterprise

Times Standard

2 Business Days 1 Business Day

Enterprise Plus Support

The Enterprise Support Package, which includes 24X7 support and accelerated response times, is available to Ordering Activity for a fee.

Enterprise Plus Response Times

Severity	Enterprise Plus Business Hours	Enterprise Plus Non-Business Hours
1*	1 Hour	2 Hours
2*	4 Hours	8 Hours
3	1 Business Day	1 Business Day
4	1 Business Day	1 Business Day

* All Severity 1 and 2 issues must be submitted to Secunia by phone

APPENDIX B

FLEXERA SOFTWARE
CLOUD SOFTWARE SERVICE LEVELS

1. Equipment. Flexera Software will host Cloud Software using servers, switches, routers, cabling and other equipment and infrastructure ("Equipment") provided by Flexera Software.
2. Environment. Flexera Software will maintain the Equipment in a data center ("Data Center") that has the following features:
 - Physical access to the Data Center will be restricted to authorized personnel only.
 - Equipment will be securely mounted using racks and/or fixtures.
 - Electrical power for Equipment will be supplemented by an uninterruptible power supply ("UPS") and generator. The UPS and generator will be tested at least once per month.

- The Data Center will be protected by a fire suppression system appropriate for a data center environment.
3. Access. Each party will adopt precautions in accordance with recognized industry standards, including but not limited to password protection, to prevent access to the Cloud Site by parties other than Ordering Activity, Flexera Software and their respective authorized end users.
 4. Network Connectivity. Flexera Software will manage network connectivity from the Equipment into the hub or switch at the Data Center, to the points where Flexera Software's wide area network ("WAN") (including the Data Center backbone and other high-speed links leased for the Data Center) terminates at designated exchange points with other IP backbone carriers. Such network connectivity will encompass fully redundant dedicated connections to the Internet.
 5. Firewall. Flexera Software will employ firewall security protection modules that are designed to prevent unauthorized access to Flexera Software's network. The firewall modules will be controlled through a management system, which also provides for the storage, management and analysis of firewall log files. Firewall configurations, security policies, and authentication policies will be routinely backed up through a secure process.
 6. Backup and Restoration. Flexera Software will provide full and incremental backups for Cloud Software. Incremental backups will normally be performed 6 days per week and full backups will normally be performed 1 day a week. Incremental backups will be kept for a minimum of 6 days, while full backups will be kept for a minimum of 6 weeks. The full backups will be stored off-site in a secure fire-resistant facility. Upon termination or expiration of a Cloud Software subscription, Flexera Software will retain Ordering Activity's data in the active Cloud Site for ninety (90) days after such expiration or termination of the subscription and Ordering Activity will have access to a limited Cloud Site for the sole purpose of accessing such data. After such ninety (90) day period, Ordering Activity's access to the limited Cloud Site will expire and Flexera Software will delete Ordering Activity's data from the Cloud Site; provided, however, that any prior backups that have been performed for disaster recovery or failover will not be deleted, until such backup is overwritten by other data or destroyed in accordance with Flexera Software's record retention policy.
 7. System Monitoring. Flexera Software will monitor the performance characteristics of system and network components in real-time. Flexera Software will perform system-level polling of the hardware, operating system and applications of each server to identify abnormal system-level conditions. Flexera Software will perform network-level monitoring on the hardware interface of each component of the Equipment necessary to the network component of the Cloud Site.
 8. Support of Cloud Software.
 - 8.1. General. Flexera Software will provide a combination of email-based and telephone-based support on issues related to Cloud Software and the Cloud Site. Ordering Activity may contact Flexera Software support by email or telephone at any time, 24 X 7 X 365. Flexera Software support staff will be available for live-answer telephone and email support between the hours of 6:00 p.m. Sunday and 6:00 p.m. Friday Pacific time ("Business Hours"). Target timeframes for responding to calls are set forth in Section 8.4. Support will be provided in English.
 - 8.2. Staffing and Escalation. Support requests that are not resolved during the initial contact with a Flexera Software technical support analyst will be escalated to Flexera Software internal technical experts based upon severity level. The support staff will manage escalated support requests according to the terms contained herein.
 - 8.3. Support Request Tracking. Support requests will be entered into the support request tracker system and assigned to a support representative who will track and report on each support request via the support request tracker.
 - 8.4. Target Times for Responding to Support Requests. Flexera Software will reasonably prioritize support requests from Ordering Activity according to the severity levels set forth below. After receiving a support request from Ordering Activity, Flexera Software will make commercially reasonable efforts to respond to Ordering Activity

via telephone or email within the Target Response Times corresponding to the appropriate Severity Levels shown below.

Severity Level	Description	Target Response Time
1 Critical	Production use of the Cloud Site is stopped or so severely impacted that authorized end users cannot reasonably use it. Flexera Software will work continuously to resolve the support request until the support request is closed. Severity Level 1 issues must be reported by telephone.	30 minutes
2 Significant	Major Cloud Site documented features are unavailable with no workaround. Use of the Cloud Site can continue; however, productivity is significantly decreased. Flexera Software will work continuously to resolve the support request until the support request is closed. Severity Level 2 issues must be reported by telephone.	2 Business Hours
3 Impaired	Major Cloud Site documented features are unavailable, but a workaround is available, or less significant Cloud Site documented features are unavailable with no reasonable workaround.	4 Business Hours
4 Minimal	Authorized end user requests information about the Cloud Site or an enhancement to the existing Cloud Software specifications. Use of the Cloud Site is available without being materially and adversely impeded.	1 Business Day

9. Scheduled Outages. "Scheduled Outages" mean planned interruptions in the Cloud Site to make changes to Flexera Software's systems. Flexera Software regularly evaluates web site traffic patterns in order to determine low usage times in which to perform Scheduled Outages. If Ordering Activity's Cloud Site is located in Flexera Software's US data center, Scheduled Outages of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 3:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday, Pacific time and Scheduled Outages that exceed 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday Pacific time. If Ordering Activity's Cloud Site is located in Flexera Software's European data center, Scheduled Outages of 2 hours or less in duration will be conducted Monday through Thursday between 7:00 p.m. and 5:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday Central European time and Scheduled Outages that exceed 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday Central European time. Flexera Software will not perform Scheduled Outages on the last 2 business days of any calendar month. For Scheduled Outages of 2 hours or less in duration Flexera Software will notify Ordering Activity no later than 48 hours prior to the Schedule Outage. For Scheduled Outages of more than 2 hours in duration Flexera Software will notify Ordering Activity no later than 120 hours prior to the Schedule Outage. Notice for the purpose of this Section may be a message be placed on the login page to the Cloud Site.

10. Monthly Uptime. Flexera Software will maintain systems and controls designed to maximize Monthly Uptime, minimize unscheduled outages, and enable the most prompt notification possible in the event of any unscheduled outage. Flexera Software will credit to Ordering Activity the percentage specified below of the

total Monthly Fee paid by Ordering Activity to Flexera Software, for any calendar month in which Monthly Uptime for the month falls within the range specified below.

Monthly Uptime %	% Monthly Fee Credited
99.50% - 100%	0%
97.5% - 99.49%	5%
95% - 97.49%	10%
90% - 94.99%	15%

Flexera Software will employ automated tools to monitor Monthly Uptime. If Monthly Uptime falls below 99.5% for any 3 consecutive months, or falls below 95% in any single month, Ordering Activity may terminate the Agreement in accordance with the Agreement. "Monthly Uptime" means the amount of time in any given month that the Cloud Site is operational and functional in all material respects, as a percentage of the total amount of time in such month, excluding Scheduled Outages. "Monthly Fee" means the amount of the recurring license fee paid by Ordering Activity under the Agreement that is allocable to 1 month (does not include implementation, configuration, professional or other nonrecurring fees). The remedies in this Section are the sole and exclusive remedies available to Ordering Activity for any failure by Flexera Software to maintain the required Monthly Uptime. The Monthly Uptime commitment only applies to the portion of the Cloud Site that is hosted in a Flexera Software Data Center. Components located on Ordering Activity's network or systems are not covered under the Monthly Uptime.

11. Third-Party Contractors. Flexera Software may retain third party contractors to provide facilities, equipment and/or services for which Flexera Software is responsible, provided Flexera Software will be solely responsible to Ordering Activity for such contractors' performance in accordance with this Exhibit and their compliance with any applicable provisions of the Agreement, including but not limited to confidentiality provisions.

Appendix C

Secunia Vulnerability Intelligence
Manager (VIM) Service Level Agreements

Secunia VIM Software Support

The obligation of Secunia to provide technical support for the Secunia VIM Software licensed to

Ordering Activity shall be subject to the conditions described below.

Support Terms

Secunia will provide Ordering Activity with the technical support described below for a period equal to the duration of Licensing Agreement as purchased by the Ordering Activity since support is included in the agreement. These terms are limited to the VIM solution and do not extend to any other Secunia products.

Secunia provides several levels of technical support offerings. Each level has a corresponding support program with distinct benefits.

Full Solution Setup and Implementation Support

Online meeting with a Secunia Solution Specialist that does a walkthrough of the VIM solution and supports with create the Asset List/Configure Recipients, accounts and additional implementation tasks.

Suggest Software Support

If you did not find the software product that you were looking for, then you can suggest it to our technical team (via the Suggest Software wizard in the support section in the VIM menu) and they will add it to our database. After your request has been processed you will receive an email with information about it. You will receive such information within 3 business days.

Support Availability

Secunia support teams are based in Copenhagen, Denmark and Minneapolis, USA. Our support is open Monday through Friday from 08:30 to 16:30 CET and from 08:30 to 17:00 CST in the US. The technical support provided by Secunia as described above can be accessed via the online self-service portal on our support page at <http://secunia.com/support/>, or phone at +45 7020 5144 or +1 888 924 8265.

For some countries outside of the United States, any of the support defined below may be provided by Secunia Certified Partners.

Support Limitations

Support services do not include any type of third party installation, deployment, or application assistance. Support services for Secunia products are provided for questions regarding installation, configuration and usage of Secunia VIM Software only. Due to the nature of our software operating in complex multi-vendor environments, Secunia does not guarantee Issues will be fixed in any specific time duration. It is the goal of Secunia to deliver our best effort to satisfactorily resolve each Support Case using the guidelines that are outlined below.

Uptime and Scheduled Maintenance

Secunia delivers a yearly uptime of 99.5% on our cloud services.

For normal scheduled maintenance, Secunia provides written notification to Ordering Activity at least 5 business days prior to the scheduled maintenance.

For emergency scheduled maintenance, Secunia provides written notification to Ordering Activity at least 4 hours prior to the scheduled maintenance.

Support Services

Ordering Activity will receive the following support services:

Services	Enterprise
Installation Support	X
Update/Upgrade Support	X
Online Support	X
Email Support	X
Phone Support	X
On-Site Support	X*
On-Site Training	X**

* All Secunia VIM Enterprise Ordering Activity can opt for On-Site Support for a fee

** All Secunia VIM Ordering Activity can opt for On-Site Training for a fee

Support Definitions

Issue

An Issue that is reproducible in Ordering Activity's environment.

When Issues are reported, Ordering Activity needs to follow the support requirements outlined below.

Support Case

A Support Case is a ticket generated based on a reported Issue which is used for classifying and tracking the Issue. Each Support Case will be assigned a unique Case Number which will be provided to Ordering Activity for reference.

Updates

Maintenance and Support includes the provision of product updates. Updates are defined as any maintenance releases, error corrections, bug fixes, patches, hot-fixes and/or modifications that are generally made available to Ordering Activity. Updates do not include new product modules.

It is Ordering Activity's responsibility to provide Secunia with updated contact details.

It is Ordering Activity's responsibility to ensure that they are running a supported version of our product as outlined in the Secunia Product Lifecycle available on our website:

<https://secunia.com/>

Ordering Activity Requirements

Before utilizing support according to this SLA document, Ordering Activity is required to designate primary and secondary liaisons that have sufficient understanding of the software, and ensure that Ordering Activity support requests are centralized through Ordering Activity liaisons.

Before a Support Case (Ticket) is raised with Secunia Support, Ordering Activity is required to spare no effort, including consulting supplied documentation by Secunia, to verify that reported Issues are due to a malfunction of the Software, and not due to the operating system, hardware, data, interfaces, or incorrect configuration of the system. When a Support Case is raised with Secunia Support, it is Ordering Activity's responsibility to provide all necessary supporting information requested by Secunia that is considered relevant to verifying, diagnosing, or correcting the error, including but not limited to:

- Description of the actions leading to the Issue
- Product log files
- Configuration files
- Screen shots
- Anything else required by Secunia support

Severity Classifications

Secunia will rate the severity of each Support Case based on the criteria below:

Severity 1

A Support Case where, after proper product installation and use:

- A substantial portion of VIM does not operate and cannot be restarted after the occurrence of the Issue
- There is an Issue in a VIM function that renders a vital VIM function completely unusable
- There is an Issue where a vital VIM function causes a third-party, mission-critical application to be unstable
- There is an Issue with VIM that causes a significant degradation in security in the customer's environment. There is an issue due to VIM that causes significant business impact at multiple sites or significant Ordering Activity impact, for example, widespread network saturation due to standard configuration and use.

Severity 2

A Support Case where, after proper product installation and use:

- A substantial portion of VIM does not operate properly, causing significant impact
- There is an Issue in a major program function that renders VIM difficult to use
- There is an Issue due to VIM that causes significant business impact to multiple users at a single location

Severity 3

A Support Case where, after proper product installation and use:

- There is a non-critical Issue in VIM causing a degradation in product performance
- There is an Issue in a non-critical program function that has some impact on VIM use
- A substantial portion of VIM is unusable but a workaround exists

Severity 4

- A question regarding the product or requests for information
- Enhancement requests
- Smaller Issues that do not prevent functionality from working
- Access/account requests

- Any Support Case that does not qualify as a Severity 1, 2, or 3

Online Response Time

Enterprise email support on csc@secunia.com with a response time within 1 business day.

Enterprise Plus Support

The Enterprise Support Package, which includes 24X7 support and accelerated response times, is available to Ordering Activity for a fee.

Enterprise Plus Response Times

Severity	Enterprise Plus Business Hours	Enterprise Plus Non-Business Hours
1*	1 Hour	2 Hours
2*	4 Hours	8 Hours
3	1 Business Day	1 Business Day
4	1 Business Day	1 Business Day

* All Severity 1 and 2 issues must be submitted to Secunia by phone