



Flexera One Pilot Terms and Conditions

Flexera's Flexera One Pilot Program provides Customer with a limited license to certain Flexera One products ("**Pilot Products**") for a limited period in parallel with Customer's licenses to Flexera's on-premise offerings for which Customer has purchased a license.

Pilot Products for which Customer will be entitled will be listed in a quote to Customer, and the Pilot Products will be provided in accordance with the Flexera One Subscription Agreement set forth at <https://www.flexera.com/sites/default/files/flexera-one-subscription-agreement.pdf>, subject to the modifications set forth below. In the event of a conflict between these terms and the terms of the Flexera One Subscription Agreement, these terms will take priority.

The "**Effective Date**" of these terms will be as of the submission by Customer of a purchase order for the fees due for the on-premise offerings referring to a Flexera quote that includes the Pilot Products.

1. Limited License Grant.

- a. Flexera grants Customer a worldwide, nonexclusive, revocable, nontransferable, non-sublicensable license to use Pilot Products for a period of six (6) months and within the usage limits applicable to Customer's on-premise licenses, solely for Customer's internal evaluation purposes.
- b. Flexera may revoke Customer's Pilot Product licenses at any time for any reason.
- c. Upon expiration of the six (6) month pilot period, Customer will either (i) execute an order for a full license to the Flexera One offering(s) subject to the terms of the Flexera One Subscription Agreement found at <https://www.flexera.com/sites/default/files/flexera-one-subscription-agreement.pdf> or (ii) Customer's license and access to the Pilot Products will be terminated.

2. Support. Flexera will provide support for the Pilot Products in accordance with the terms set forth at <https://www.flexera.com/sites/default/files/flexera-one-support-terms.pdf>, provided that for the Pilot Products no credits will be due to Customer for any failure to meet the service levels set forth in the support terms. The Service Levels set forth in the Flexera One Subscription Agreement will not apply to the Pilot Products.

3. Liability. EXCEPT FOR FLEXERA'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OR FOR ANY OTHER LOSS THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, FLEXERA'S LIABILITY FOR CUSTOMER'S USAGE OF THE PILOT PRODUCTS SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000).