

## **AdminStudio Service Provider**

1. **“Administrator”** means the individuals within Licensee’s organization who access AdminStudio Service Provider 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 Licensee’s organization. If AdminStudio is licensed on a per Administrator model, the license is node-locked and is limited to use by a single individual on a single computer or virtual image; Licensee may not install AdminStudio in such instance 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 AdminStudio at any point during the previous year.
2. **“Customers”** means the customers of Licensee for which Licensee has purchased a service provider license to use AdminStudio Service Provider to provide Packaging Services. Licensee may not be its own Customer. Licensee shall be solely responsible for the Customer relationship; Flexera will have no obligations whatsoever to Customers.
3. **“Employee”** means any individual in a Customer’s organization that may request, have deployed to, or otherwise receive any application, package, or other software prepared by Licensee using AdminStudio Service Provider. If AdminStudio Service Provider is licensed on a per Employee model, AdminStudio Service Provider may be installed and used by Licensee on computers only at Licensee’s site(s) solely for the benefit of some or all of the Employees within Customers’ organizations, and only if that total number of Employees within Customers’ organizations does not exceed the License Level. For the purpose of certification as set forth in the Agreement, the number of Employees includes the highest number of Employees that were in place at any point during the previous year.
4. **“Device”** means any physical or virtual device or Microsoft Windows server that may receive any application, package, or other software prepared by Licensee using AdminStudio Service Provider. If AdminStudio Service Provider is licensed on a per Device model, AdminStudio Service Provider may be installed and used by Licensee on computers only at Licensee’s site(s) solely for the benefit of Devices within Customers’ organizations, and only if that total number of Devices within Customers’ organizations does not exceed the License Level. 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.
5. **“Packaging Services”** means those services that Licensee provides to Customers utilizing AdminStudio Service Provider for the purpose of rationalizing and/or creating application packages for deployment within Customer’s internal organization.
6. **“AdminStudio Service Provider”** means AdminStudio Enterprise Edition.
7. **Grant of License.** Notwithstanding the license grant set forth in the Agreement, but subject to acceptance of and all other terms and conditions of the Agreement and upon Licensee’s payment of the fees shown on the invoice, Flexera grants Licensee a non-transferable, non-sublicensable, non-exclusive license to use, within the License Level, for the sole purpose of providing Packaging Services to Customers for such Customers’ Internal Purposes, (i) AdminStudio Service Provider, in accordance with the Documentation, and (ii) Documentation.
8. **Installation.** Licensee may install and operate AdminStudio Service Provider at a Customer location.
9. **License Models.**
  - a. **Concurrent Licenses.** AdminStudio Service Provider licenses may be provided on a concurrent Administrator basis. Notwithstanding the definition of “Administrator”, if Licensee has licensed Service Provider licenses on a concurrent Administrator basis, AdminStudio Service Provider may be used by any individuals within Licensee’s organization, up to the License Level. All machines using AdminStudio Service Provider must have the ability to communicate with a license server to be authorized to use AdminStudio Service Provider. For the purpose of certification as set forth in the Agreement, the number of Administrators is the highest number of Administrators that accessed AdminStudio Service Provider at any single point during the previous year.
  - b. **Named Customer.** If Licensee purchases licenses based on a named Customer model, Licensee may use AdminStudio Service Provider for the named Customer identified in the applicable Order, provided that Licensee may not use AdminStudio Service Provider for any Customer other than the Customer identified in the applicable Order.
10. **License Restrictions.**
  - a. **No Leave Behind.** AdminStudio Service Provider may not be left behind at Customer’s site or on Customer’s systems once the Packaging Services are completed. If computers, servers or networks on which AdminStudio Service Provider is installed are no longer owned or leased by Licensee, Licensee must remove AdminStudio Service Provider from such computers, servers or networks.

- b. **No Other Use.** Licensee may not use AdminStudio Service Provider for any reason other than for Packaging Services for Customers. For the purpose of clarity, Licensee may not use AdminStudio Service Provider licenses for its own purposes and Licensee may not use AdminStudio Service Provider for the purpose of creating installation packages for distribution outside of Customers' organizations.

#### 11. Licensee Obligations.

- a. **Representations.** Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning AdminStudio Service Provider which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Flexera to Licensee hereunder. Licensee may not make any representation, warranty or guarantee by or on behalf of Flexera. Licensee shall represent Flexera and AdminStudio Service Provider in a positive and professional manner at all times. Licensee is not to re-brand or otherwise represent AdminStudio Service Provider as anything other than [Product Name] by Flexera Software LLC without express written approval from Flexera. This includes, but is not limited to, reports, splash screens, documentation and all other intellectual property.
- b. **Business Practices.** Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Flexera or AdminStudio Service Provider and agrees to comply with all applicable federal, state and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement. Licensee further agrees to notify Flexera sixty (60) days in advance if Licensee intends to sell, represent or promote any products competitive with AdminStudio Service Provider.
- c. **Licensee Indemnity.** Licensee will defend, indemnify and hold harmless Flexera from and against any loss, cost, liability or damage, including attorneys' fees, for which Flexera becomes liable arising from or relating to: (a) any breach by Licensee of any term of this Agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Flexera or (c) any other act or omission of Licensee in connection with the marketing of AdminStudio Service Provider under this Agreement.
- d. **Packaging Services Site.** Licensee shall identify, upon Flexera's request, the Customer and the site of the performance of the Packaging Services for such Customer for each applicable license.
- e. **Notice of Termination of Packaging Services for Named Customer.** In the event Packaging Services expire or are terminated for a particular Customer, Licensee may be required to notify Flexera of such expiration or termination within thirty (30) days of the effective date of such expiration or termination.
- f. **Flow-Through of Terms.** Licensee shall enter into an agreement with a Customer that is equally as protective of AdminStudio Service Provider as this Agreement. Licensee shall notify Flexera of any uncured breach of any terms related to AdminStudio Service Provider of which it becomes aware. Licensee will enforce the agreement it has with its Customer as it relates to AdminStudio Service Provider in the same manner as Licensee enforces such agreement with respect to Licensee's own intellectual property, which shall be at least in a reasonable manner. In any event, Flexera and Licensee will reasonably cooperate on actions to be taken to enforce breaches of Flexera's intellectual property rights against a Customer.

#### 12. Expiration and Termination.

- a. **Expiration of Licenses.** Upon completion or termination of the Packaging Services for a Customer (the "Expiration Date"), Licensee will cease using the applicable licenses for such Customer. If AdminStudio Service Provider was installed and used at Customer's site, Licensee will uninstall AdminStudio Service Provider from any equipment used for the provision of Packaging Services to such Customer and will provide Flexera with certification thereof. For the purpose of clarity, Licensee may not transfer licenses to Customers without Flexera's prior written consent, which may be withheld in Flexera's sole discretion.
- b. **Effect of Termination.** In no event will Licensee be entitled to receive a refund of any licensee fees paid prior to the applicable termination date, and Licensee shall be responsible for the fees applicable for the remainder of the license term as if such license had not been terminated or expired.

13. **Transfers.** For licenses based on non-concurrent Administrators, transfers that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.

14. **Redistributables.** AdminStudio Service Provider component parts may not be separated for use on more than one computer, except as set forth in this Agreement. Licensee may copy the files specifically identified in the documentation as "redistributables" and redistribute such files to Licensee's end users of Licensee'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) Licensee grants Customers' 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 Licensee's products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany AdminStudio Service Provider, but Licensee may not use Flexera's name, logos or trademarks to market Licensee's products.

15. **Support and Maintenance.** Flexera will have no support or maintenance obligations whatsoever to Customers.



16. **Marketing and Trademarks.**

- a. **Marketing Materials.** All marketing materials, demonstration copies of AdminStudio Service Provider (if applicable), and other materials provided by Flexera hereunder will remain the property of Flexera, and upon termination or expiration, such materials will be returned to Flexera within thirty (30) days.
- b. **Trademarks.** Licensee may use Flexera's trademarks in connection with AdminStudio Service Provider. All displays of Flexera's trademarks that Licensee intends to use will conform to reasonable guidelines provided from time to time by Flexera. Flexera will have the right to approve all usage by Licensee of its trademarks. Licensee will not use any of Flexera's trademarks in conjunction with another trademark.

17. **Software.** For the purpose of the Agreement, AdminStudio Service Provider is considered "Software".

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