

AdminStudio

- "Administrator" means the individuals within Licensee's organization who access AdminStudio for the purpose of packaging, repackaging, 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 nodelocked 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. "Employee" means any individual in Licensee's organization that may request, have deployed to, or otherwise receive any application, package, or other software prepared using AdminStudio. If AdminStudio is licensed on a per Employee model, AdminStudio 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 Licensee's organization, and only if that total number of Employees within Licensee's organization 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.
- 3. "Device" means any physical or virtual device or Microsoft Windows server that may receive any application, package, or other software prepared using AdminStudio. If AdminStudio is licensed on a per Device model, AdminStudio may be installed and used by Licensee on computers only at Licensee's site(s) solely for the benefit of Devices within Licensee's organization, and only if that total number of Devices within Licensee's organization 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 previousyear.
- 4. "Packaging Services" means any service(s) provided by a Service Provider to the Licensee for the purpose of rationalizing and/or creating application packages for deployment within Licensee's internal organization.
- 5. "Service Provider" means any third party with whom Licensee has entered into any arrangement for the provision of Packaging Services for an on behalf of the Licensee.
- 6. **Transfers.** For licenses based on Administrators, transfers that are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more frequently than annually.
- 7. **Redistributables.** AdminStudio 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 Licensee'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 Licensee's products and not to distribute them further. Licensee will reproduce with the redistributables all applicable trademarks and copyright notices that accompany AdminStudio, but Licensee may not use Flexera's name, logos or trademarks to market Licensee's products.
- Usage Information. Notwithstanding anything to the contrary in the Agreement, Flexera may collect and use information based on Licensee's use of AdminStudio, and Licensee hereby consents to Flexera's collection and use of such information for the purpose of compliance reporting and anti-piracy. Such information may include (without limitation) usernames/user IDs, user email addresses, computer or device names, Wi-Fi SSIDs, however, Flexera will not collect any special categories of Personal Data (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Any information collected for the purpose of this Section 8 is stored and Processed in accordance with the Data Privacy provision(s) set out in the Agreement.
- 9. **Internal Purposes**. The license granted hereunder is for the purpose of distributing packages to Licensee's own systems and employees. Distribution of packages to any third-party customer of Licensee shall require a separate license.

	Licensee Affiliate permits, any Service Provider to use the license granted hereunder for the provision of Packaging Services unless otherwise approved in writing in advance by Flexera. For the avoidance of doubt, any use of AdminStudio by a Service Provider shall require the Service Provider to own a Service Provider license for Admin Studio Enterprise.
1.	Software . For the purpose of the Agreement, AdminStudio is considered "Software".