

FlexNet Manager for Engineering Applications

1. **“User”** means the individuals within Licensee’s organization who access a license server for which FlexNet Manager for Engineering Applications is providing reporting services. For the purpose of certification as set forth in the Agreement, the number of Users includes all Users who have accessed such license server at any point during the previous year. For the purpose of clarity, a single User may not be more than one individual.
 2. **FlexNet Manager for Engineering Applications.** Each license for FlexNet Manager for Engineering Applications permits the management and administration of license servers and processing of reports associated with the licensed number of Users within Licensee’s organization who access the software application identified by a distinct vendor daemon name(s) (“**Vendor Daemon**”). FlexNet Manager for Engineering Applications may be installed on a single named server identified by a distinct server identification (“**HostID**”). A set of redundant servers is considered a “single named server” for purposes of this license.
 3. **HostID Changes.** The designated HostID may be changed only once during the Support period while Licensee is under a Support contract without additional cost to Licensee. Additional changes may require an additional fee.
 4. **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.
 5. **Internal Purposes.** The license granted hereunder is for the purpose of managing applications located within Licensee’s (including Affiliates) own systems. Management of applications of any third party shall require a separate license.
 6. **IBM Cognos.** Licensee has limited rights to use certain IBM Cognos programs embedded within the FlexNet Manager Product solely in conjunction with the Product; for the purpose of clarity, Licensee may not use those IBM Cognos programs independently or for any purpose other than the purposes of the Product.
 7. **Software.** For the purpose of the Agreement, FlexNet Manager for Engineering Applications is considered “Software”.
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