

## **InstallAnywhere**

- 1. "Build System" means a machine or group of machines dedicated to compiling code via automated or scheduled tasks.
- 2. "Upgrade" means a new version of InstallAnywhere made available by Flexera, and identified in an invoice, Order, or SKU as an "Upgrade".
- 3. "User" means the individuals who access InstallAnywhere for the purposes of designing and developing software installations.
- 4. **Internal Purposes**. The license granted hereunder is for the purpose of creating installation programs of Licensee products both internally within Licensee and externally to Licensee's customers.
- 5. **License Models**. Licensee may be licensed pursuant to one of the following license models, which will be identified on the applicable Order Confirmation.
  - a. Node-Locked Licenses. If Licensee has licensed InstallAnywhere on a node-locked basis, Licensee may install and use one instance of InstallAnywhere on a single computer either physically installed or on a virtual image on that computer only at Licensee's site(s) for Licensee'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; Licensee may not install InstallAnywhere 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.
  - b. **Concurrent Licenses**. If Licensee has licensed on a concurrent basis, Licensee may install InstallAnywhere on any machine at Licensee's site(s) for Licensee's Internal Purposes only in accordance with the License Level. All machines using InstallAnywhere must have the ability to communicate with a license server to be authorized to use InstallAnywhere. For the purpose of certification as set forth in the Agreement, the number of concurrent Users is the highest number of Users that accessed InstallAnywhere at any single point during the previous year.
- 6. **Standalone Build Licenses**. In addition to the use rights for InstallAnywhere, Standalone Build Licenses may also be run on a separate Build System but only if run by automated processes or by a User. If Licensee has licensed the InstallAnywhere Standalone Build Node-Lock, Licensee may install and use one copy of InstallAnywhere Standalone Build Node-Lock on a single computer residing on Licensee's premises only for Licensee's Internal Purposes.
- 7. **Upgrades**. Upgrades, if provided to Licensee, may be licensed to Licensee by Flexera with additional or different terms and conditions. Upgrades may be used only by the User of the original version of InstallAnywhere that is being upgraded. After installation of an Upgrade, such User may continue to use the prior version(s) of InstallAnywhere 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) Licensee acknowledges that any obligation Flexera may have to support the prior version(s) may be ended upon the availability of the Upgrade.
- 8. **Dual-Media Software**. Licensee may receive InstallAnywhere in more than one medium (electronic and on a DVD, for example). Receipt of InstallAnywhere in more than a single manner (electronic or on a DVD, for example) does not expand the license rights granted to Licensee hereunder. Licensee's use of InstallAnywhere is limited to the number of licenses (instances) that Licensee has acquired overall, regardless of number or type of media on which it has been provided.
- 9. **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.
- 10. **Redistributable Files**. InstallAnywhere 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 InstallAnywhere, but Licensee may not use Flexera's name, logos or trademarks to market Licensee's products.
11.	<b>Software</b> . For the purpose of the Agreement, InstallAnywhere is considered "Software".