

### Flexera One Product Specific Terms

1. **Offerings; License Model.** Flexera One is available in the following offerings as set out below and subject to the corresponding license model.

Offering	License Model
ITAM Complete	Licensed based on the total number of Clients and Servers
ITAM Standard	Licensed based on the total number of Clients and Servers
ITAM SaaS Management	Licensed based on the total number of Clients
ITAM Request	Licensed based on the total number of Clients
IT Visibility	Licensed based on the total number of Clients and Servers
Cloud Migration and Modernization	Licensed based on the total number of Servers
Cloud Cost Optimization	Licensed based on: <ul style="list-style-type: none"> <li>• for Public Cloud Infrastructure Services, the aggregate amount of Public Cloud Spend, measured on an annual basis; and</li> <li>• for Private Cloud Infrastructure Services, the number of Servers managed by Cloud Cost Optimization</li> </ul>

2. **Generally Applicable Terms.**

2.1. **Device** means any Client or Server, including both physical and virtual machines, for which any function is performed using a Flexera One offering, including but not limited to scanning, delivering, installing, updating, migrating, or repairing any computer program or data file; or scanning, monitoring, tracking, or reporting on the status or history of any software or hardware components or software licenses on or used by the Device, and:

- A **Server** is any Device running a server-based operating system.
- A **Client** is any Device other than a Server.

A list of common examples of Devices can be found at [www.flexera.com/legal/device-examples](http://www.flexera.com/legal/device-examples). For 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. *Example: if Customer is licensed for 10,000 Servers and it removes 100 Servers from being managed by the SaaS, but later adds 100 Servers, it would not be required to license additional capacity; however, if Customer is licensed for 10,000 Servers and it adds 100 Servers to be managed by the SaaS, but later removes 100 Servers, it would be required to be licensed for 10,100 Servers.*

3. **IT Visibility Additional Terms.**

3.1. **License Restriction.** An Order may identify the license as a “Limited Use License”, which will further restrict the license to the specific use case identified in the Order.

4. **Cloud Migration and Modernization Additional Terms.**

4.1. **Burst License.** Customer may be offered a Burst License by Flexera. A Burst License is a temporary license for a Device for a period of thirty (30) days. At the end of such thirty (30) day period, the Burst License will cease to report on the Device(s) unless Customer purchases a subsequent Burst License, provided that Customer will have the ability to view reports for 12 months from the date of purchase of the Burst License.

5. **Cloud Cost Optimization Additional Terms.**

- 5.1. **Cloud Infrastructure Service** means the compute capacity, data storage, data transmission, network and related infrastructure services made available by Customer, a cloud infrastructure service provider or any other third party.
- 5.2. **Private Cloud Infrastructure Service** means any Cloud Infrastructure Service that is not a Public Cloud Infrastructure Service.
- 5.3. **Public Cloud Infrastructure Service** means a Cloud Infrastructure Service that resides on a third party’s data center, including but not limited to Amazon Web Services, Microsoft Azure, and Google Compute Platform, Alibaba Cloud, IBM Cloud and Oracle Cloud Platform (any such third party will be a “**Public Provider**”).
- 5.4. **Public Cloud Spend** means the total amount of cost from Public Cloud Infrastructure Services that Customer processes via Cloud Cost Optimization as set forth in any applicable cost data including, without limitation, any taxes, credits, support and other billing data included in the Public Providers’ invoices.
- 5.5. **Cloud Infrastructure Services.** Customer is responsible for selecting one or more Cloud Infrastructure Services. Customer understands and agrees that the full benefits of Cloud Cost Optimization may not be available if Customer does not elect to use a Cloud Infrastructure Service that is not listed in the Documentation. Flexera will provide reasonable technical support designed to enable interoperability between Cloud Cost Optimization and the features of Cloud Infrastructure Service specified in the Documentation.

- 5.5.1. **Public Cloud Infrastructure Services.** If Customer intends to use Cloud Cost Optimization to manage its Public Cloud Infrastructure Services, it is licensed based on the aggregate amount of Public Cloud Spend, measured on an annual basis. Customer hereby authorizes Flexera to access and review Customer's Public Cloud Infrastructure Service invoices for the purpose of providing and making available Cloud Cost Optimization for Public Cloud Infrastructure Services. Customer will be required to license additional capacity as soon as it exceeds its License Level. Further, if Customer has elected a multi-year subscription term, for each year after the first year of the subscription term the License Level will be the greater of (i) the previous year's License Level or (ii) the annualized value based on actual Public Cloud Spend processed in the last three months of the immediately preceding year of the Subscription Term, plus any material events known to Customer that may affect usage in the following year.
- 5.5.2. **Private Cloud Infrastructure Services.** If Customer intends to use Cloud Cost Optimization to manage its Private Cloud Infrastructure Services, it is licensed based on the number of Servers managed by Cloud Cost Optimization. Customer will be required to license additional capacity as soon as it exceeds its License Level.