

Snow Product Specific Terms

These Product Specific Terms for Snow Products set forth the direct terms and conditions under which Flexera provides Customer with a right to access or use it's the Snow Products (as further defined in Section 1 below), whether acquired directly from Flexera or indirectly from a Flexera Partner and supplement the terms and conditions of the Flexera Subscription Agreement available at <https://www.flexera.com/sites/default/files/flexera-subscription-agreement.pdf> or such other applicable agreement signed between the parties (in either case, the "Agreement"). To the extent there is any conflict between the terms set forth in these PSTs and the Agreement, these PSTs control and take precedence.

1. **Offerings.** The Snow Products are available in the following offerings and license models. Each Order will define the applicable Product offering, license model and License Level.

Products	License Model
SaaS Offerings	
Snow Atlas Standard	Per Client Device/Server Device
Snow Atlas Advanced	Per Client Device/Server Device
Snow SaaS Management	Per Qualified User
Software Offerings	
Snow Optimizer for SAP® Software	Per Named SAP User
License Intelligence	Per Named SAP User
Snow for Engineering	Per User
Snow Spend Optimizer - Clients	Per Client Device
Snow Spend Optimizer – Servers	Per Server Device
Snow Spend Optimizer – SaaS	Per Qualified User
Snow Productivity Optimizer	Per Client Device/Server Device
Snow Risk Monitor	Per Client Device/Server Device
Snow ITSM Enhancer	Per Client Device/Server Device
Snow Commander	Per Virtual Machine

2. **Defined Terms.** Capitalized terms shall have the meanings ascribed below. Any terms not defined herein shall have the meaning as defined in the applicable Agreement.

- 2.1. **Device** means any Client or Server, including both physical and virtual machines, for which any function is performed using a Snow Product 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:
 - 2.1.1. A **Server** is any Device running a server-based operating system.
 - 2.1.2. A **Client** is any Device other than a Server.
 - 2.1.3. A **Container** is an actively running instance of a container image in Customer's systems. A container image is a ready-to-run software package containing everything needed to run an application, including any runtime it requires, application and system libraries, and default configurations. For the purpose of licensing under an Order, ten (10) Containers = one (1) Server.
 - 2.1.4. For the Cloud License Management feature in Snow Atlas, the Device count is measured by the high-water mark of the number of cloud Servers (Windows Servers and SQL Servers) in inventory in Microsoft Azure.

A list of common examples of Devices can be found at www.flexera.com/legal/device-examples.

The number of Devices required to be licensed is the highest number of Devices in place at any point *Example: if Customer is licensed for 10,000 Servers and it removes 100 Servers from being managed, but later adds 100 Servers, Customer 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, Customer would be required to be licensed for 10,100 Servers.*

- 2.2. **Named SAP® User** means a non-expired user account (including any test and technical users) being managed by Snow Optimizer for SAP® Software, consolidated by the user account ID.
- 2.3. **Qualified User** means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a saas software or service that is measured by Customer using the Product, and (2) Is a user that has been classified as a user that requires monitoring.
- 2.4. **User** means the individuals within Customer's organization who access a license server for which Snow for Engineering is providing reporting services. For the purpose of license compliance, the number of Users includes all Users who have accessed such license server at any point during the previous year. For clarity, a single User may not be more than one individual.



- 2.5. **Virtual Machine** means any virtual machine operating in a public or private cloud (including on-premises virtual machines) that is managed by Snow Commander.

Examples of a Virtual Machine include a VMware vSphere Virtual Machine, Amazon Elastic Compute Cloud (Amazon EC2) instance, Microsoft Azure "Virtual Machine" and Google Cloud Platform "Compute Engine".

3. **SPE – Multi-Tenant Offerings.** The following Software Products are also available as an SPE (Service Provider Edition) offering, which will be clearly marked on the applicable Order. Notwithstanding delivery as an SPE offering, the license model for each of the stated products remains as stated above.

- **Spend Optimizer – Clients**
- **Spend Optimizer – Server**
- **Spend Optimizer – SaaS**
- **ITSM Enhancer**

4. **Legacy Products.** For any Legacy Snow Products not listed on these Product Specific Terms, the terms found at <http://www.flexera.com/legal/snow-legacy-pst> and <https://www.flexera.com/sites/default/files/usage-parameters.pdf> will apply.

5. **Limited Editions.** Unless otherwise stated in an Order, any 'Limited Edition' or 'Restricted Use' versions shall be licensed subject to the metrics applicable to the core Snow Product as per the above table.