

NOT FOR RESALE (“NFR”) LICENSE AGREEMENT

This Not for Resale License Agreement (“**Agreement**”) is entered into by and between Flexera Software LLC (“**Flexera**”), a Delaware limited liability company having its principal office located at 300 Park Blvd., Suite 500, Itasca, IL 60143, and _____ (“**Licensee**”), having its principal office located at _____, and is effective as of the date last executed (the “**Effective Date**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Flexera hereby agree as follows:

1. NFR License.

1.1. License Grant. Subject to all of the terms and conditions of the Agreement, Flexera grants to Licensee a revocable, non-transferable, non-sublicensable, non-exclusive license to access and, if applicable, install and use a reasonable number of copies of, the product(s) provided by Flexera in its discretion (the “**NFR Products**”) solely for the purposes of (i) training Licensee’s employees and (ii) providing demos and proofs of concept for the purpose of selling Flexera’s products either standalone or in conjunction with Licensee’s own offerings. Any information produced by the NFR Products may not be exported or delivered to any third party, including without limitation the prospect for which a demo or proof of concept is performed.

1.2. Training and Management Reviews. As a condition of the license, Licensee personnel using NFR Products shall complete any e-learning related to the NFR Products, and shall use its best efforts to complete any additional e-learning for new versions of NFR Products. In addition, within thirty (30) days of the Effective Date, Licensee shall have at least two (2) of its sales executives or sales engineers successfully complete standard sales training for each of the NFR Products. If any of Licensee’s employees who are trained are no longer employed by Licensee, or are moved to other job functions, Licensee shall promptly have replacement personnel trained to maintain the above number of trained individuals at all times during the term of the Agreement. Licensee agrees to participate in regular management reviews at Flexera’s reasonable request, which may include, but not be limited to, discussion regarding each party’s financial progress under this Agreement, a review of training classes attended or required, support cases, and industry trends.

1.3. License Restrictions. Except as otherwise expressly authorized hereunder, Licensee shall not (and shall not allow any third party to):

- 1.3.1. decompile, disassemble, or otherwise reverse engineer the NFR Products or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the NFR Products by any means whatsoever. This restriction shall not apply to the extent that applicable law prohibits or restricts reverse engineering restrictions, provided that Licensee notifies Flexera in writing in advance of any such activity;
- 1.3.2. distribute, or otherwise make available for use, the NFR Products;
- 1.3.3. remove any product identification, proprietary, copyright or other notices contained in the NFR Products;
- 1.3.4. modify any part of the NFR Products, create a derivative work of any part of the NFR Products, or incorporate the NFR Products into or with other NFR Products;
- 1.3.5. access any libraries, data or databases incorporated or provided with the NFR Products via any mechanism other than the NFR Products;
- 1.3.6. conduct vulnerability scanning or penetration testing of Flexera systems or the NFR Products; or
- 1.3.7. publicly disseminate performance or comparison information or analysis (including, without limitation, benchmarks) from any source relating to the NFR Products.

2. Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Flexera and its suppliers will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the NFR Products and the Documentation and all copies thereof, modifications thereto, and derivative works based thereupon. Licensee acknowledges that it is obtaining only a limited license right to the NFR Products and Documentation and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to Licensee under this Agreement or otherwise.

3. Confidential Information.

3.1. Confidential Information. “**Confidential Information**” means any business and/or technical information that is received by a party (“**Recipient**”) from the disclosing party (“**Discloser**”) that a) is in written, recorded, graphical or other tangible form and is marked “Confidential” or “Trade Secret” or similar designation; b) is in oral form and identified by the Discloser as “Confidential” or “Trade Secret” or similar designation at the time of disclosure, with subsequent confirmation in writing within thirty (30) days of such disclosure; or c) is received under circumstances that should reasonably be interpreted as imposing an obligation of confidentiality.

3.2. Protection of Confidential Information. The Recipient shall a) have the right to disclose the Confidential Information only to its

employees, consultants and Affiliates having a need to know and who have agreed in writing to be bound to confidentiality terms substantially similar to those contained herein; b) use at least as great a standard of care in protecting the Discloser's Confidential Information as it uses to protect its own information of like character, but in any event not less than a reasonable degree of care; c) use such Confidential Information only in connection with its rights and/or obligations under this Agreement; and d) at the Discloser's option return or destroy any or all Confidential Information upon the Discloser's demand. Confidential Information will remain confidential for a period of three (3) years from disclosure. No time limit will apply to Confidential Information marked or otherwise identified as or deemed to be a "Trade Secret". Any software, documentation or technical information provided by Flexera (or its agents), performance information relating to the Product, and the terms of this Agreement will be deemed "Trade Secrets" of Flexera without any marking or further designation.

- 3.3. **Exclusions.** The Recipient's nondisclosure obligation does not apply to information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Recipient; (c) is rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Recipient who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Discloser).
- 3.4. **Equitable Relief.** The Recipient acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Recipient the Discloser will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.
4. **Termination.** Flexera may terminate this Agreement and the license granted hereunder at any time immediately upon notice to Licensee. In the event of termination, Licensee must cease using the NFR Products, destroy all copies of the NFR Products (including copies in storage media), if applicable, and certify such destruction to Flexera. This requirement applies to all copies in any form, partial or complete. Upon the effective date of any termination, Licensee relinquishes all rights granted under this Agreement.
5. **NO WARRANTY, SUPPORT, OR LIABILITY. THE DEMO PRODUCTS ARE PROVIDED "AS IS". NEITHER FLEXERA NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FLEXERA WILL HAVE NO SUPPORT AND/OR MAINTENANCE OBLIGATIONS TO LICENSEE WITH RESPECT TO NFR PRODUCTS. IN NO EVENT WILL FLEXERA BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR DATA, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE DEMO PRODUCTS OR ANY DATA SUPPLIED THEREWITH, EVEN IF FLEXERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO CASE WILL FLEXERA'S LIABILITY FOR ANY DAMAGES HEREUNDER EXCEED FIFTY DOLLARS (US \$50).**
6. **General**
 - 6.1. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Flexera may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Flexera's assets or voting securities. Licensee may not assign or transfer this Agreement, in whole or in part, without Flexera's prior written consent. Any attempt by Licensee to transfer or assign this Agreement without such written consent will be null and void.
 - 6.2. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
 - 6.3. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.
 - 6.4. **Notices and Reports.** Any notice or report hereunder shall be in writing to the notice address set forth in the preamble to this Agreement (for Flexera, a mandatory copy shall always be sent to: Flexera Software LLC, 300 Park Boulevard Suite 500, Itasca, IL 60143, Attention Legal Department) and shall be deemed given: (a) upon receipt if by personal delivery; (b) two (2) Business Days following deposit for delivery to the party with an internationally recognized overnight courier; or (c) via confirmed facsimile in which case it shall be deemed received on the date of the transmission as evidenced by a valid receipt of confirmation. Each party to this Agreement may change its location for notice under this Agreement by giving notice to the other party in accordance with the notice provisions contained in this Section.
 - 6.5. **Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
 - 6.6. **Construction and Interpretation.** The original of this Agreement has been written in English. Licensee waives any rights it may have under the law of its country to have this Agreement written in the language of that country. The use of the terms "including," "include" or "includes" shall in all cases herein mean "including without limitation," "include without limitation" or "includes

without limitation,” respectively. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa. This Agreement shall be equally and fairly construed without reference to the identity of the party preparing this document as the parties have agreed that each participated equally in negotiating and preparing this Agreement, or have had equal opportunity to do so. The parties waive the benefit of any statute, law or rule providing that in cases of uncertainty, contract language should be interpreted most strongly against the party who caused the uncertainty to exist. The headings and titles to the articles and sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

- 6.7. Independent Contractors. Notwithstanding the use of the term “partner” within this Agreement or otherwise, the parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.
- 6.8. Export Compliance. Licensee acknowledges that the Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Licensee shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Product or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) any end user who has been prohibited from participating in United States export transactions by any federal agency of the United States government; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Licensee agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.
- 6.9. Anti-Bribery. Licensee represents and warrants that (i) in connection with this Agreement, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any foreign government or any agency or instrumentality thereof and (ii) it will comply in all respects with the Foreign Corrupt Practices Act and UK Bribery Act 2010.
- 6.10. Equal Opportunity. Flexera agrees that it does not and will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or sexual orientation.
- 6.11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together but one document. In addition, the parties consent to the use of a third party service for electronically executing the Agreement.
- 6.12. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

By signing below, the parties agree to be bound by the terms and conditions set forth herein.

LICENSEE

FLEXERA

Signature: _____

Signature:  _____

Print Name: _____

Print Name: Kraig Washburn

Print Title: _____

Print Title: General Counsel

Date: _____