

Product Specific Terms

1. Offerings. Flexera One is available in the following offerings:

Offering	Licensed Based On				
	Clients	Servers	Public Cloud Spend	Cloud Instance	Qualified Users
Flexera One IT Asset Management (ITAM)	X	X			
Flexera One IT Visibility (ITV) with Technology Intelligence Platform	X	X			
Flexera One IT Visibility (ITV) with Technology Intelligence Platform and Asset Management	X	X			X
Flexera One Technopedia Cloud	X	X			
Flexera One ITAM SaaS Management (SM)					X
Flexera One Cloud Migration and Modernization (CMM)		X			
Flexera One Cloud Cost Optimization (CCO) (for Public Cloud)			X		
Flexera One Cloud Cost Optimization (CCO) (for Private Cloud)		X			
Flexera One Cloud License Management (CLM)				X	
Flexera One Enterprise (ITAM, ITV, CMM, SM and CCO)	X	X	X		X
Flexera One FinOps Advanced with SaaS Management (CCO and SM)	X		X		X
Flexera One Fin Ops Advanced with Cloud Migration (CCO and CMM)			X		
Flexera One Fin Ops Enterprise (CCO, CMM, and SM)	X		X		X
Flexera One Select	X	X			

2. Definitions

- 2.1. **Cloud Instance** means a virtual machine that includes an operating system and provides access to computing resources in a Cloud Infrastructure Service. The number of Cloud Instances required to be licensed is the highest daily total of Cloud Instances at any point in the previous twelve (12) months.
- 2.2. **Device** means any Client, Server, or Container, 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 **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.

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, but later removes 100 Servers, Customer would be required to be licensed for 10,100 Servers.*

- 2.3. **Public Cloud Spend** means the total amount of cost from Public Cloud Infrastructure Services that Customer processes via a Product 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, measured on an annual aggregate basis.
- 2.4. **Qualified User** means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a software as a service or other service that is measured by Customer using the Product, and (2) Is a user that has been classified as a user that requires monitoring.

3. Flexera One Select Additional Terms.

- 3.1. Flexera One Select is for use solely to manage Customer's licenses of a specific third-party technology provider, named in an Order. Customer may not use Flexera One Select to manage any licenses of providers other than the specific third-party technology provider selected by Customer and named in an Order.
- 3.2. Customer hereby authorizes Flexera to view Customer's instance for Flexera One Select for the purpose of verifying compliance with the restrictions in this Section.

4. Cloud Cost Optimization Additional Terms.

- 4.1. **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.
- 4.2. **Private Cloud Infrastructure Service** means any Cloud Infrastructure Service that is not a Public Cloud Infrastructure Service.
- 4.3. **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**").
- 4.4. **Cloud Infrastructure Services.** Customer is responsible for selecting one or more Cloud Infrastructure Services. Customer understands and agrees that the full benefits of CCO 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 CCO and the features of Cloud Infrastructure Service specified in the Documentation.
 - 4.4.1. **Public Cloud Infrastructure Services.** If Customer intends to use CCO to manage its Public Cloud Infrastructure Services, it is licensed based on the aggregate amount of Public Cloud Infrastructure Services, 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 CCO 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 multiyear 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.
 - 4.4.2. **Private Cloud Infrastructure Services.** If Customer intends to use CCO to manage its Private Cloud Infrastructure Services, it is licensed based on the number of Servers managed by CCO.

- 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 Flexera One Product as per the above table.