



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

Central Procurement Services

320 S Walnut Street Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **MA071B7700201C**

CONTRACTOR	FLEXERA SOFTWARE LLC	STATE	Program Manager	Reid Sisson	DTMB
	300 Park Blvd.			517-256-2775	
	Itasca IL 60143			SissonR@Michigan.gov	
	Tamara Hubbell		Contract Administrator	Robin Lampert	DTMB
	847-466-4284			(517) 582-2746	
	THubbell@flexera.com			LampertR1@michigan.gov	
	CV0009045				

CONTRACT SUMMARY				
Software Asset Management - Maintenance & Support				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 14, 2017	September 13, 2022	5 - 1 Year	February 20, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	7 Months	☒	5 Months	February 20, 2028
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,077,446.89		\$255,942.85	\$3,333,389.74	
DESCRIPTION				
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.				
See attached description, updated accessibility requirement and quote.				

Description of Change Notice 6

Effective September 15, 2026, this Contract exercises the remaining 7 option months and is extended 5 months and 1 week to utilize a full year of licenses. The value is increased by \$255,942.85. The revised contract expiration date is February 20, 2028. Two 1-year options are added permitting the continuation of the contract to February 20, 2030. The accessibility requirement is updated per the language below.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on September 15, 2027.

Accessibility Requirements:

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites, applications, content, and electronic documents. Due to a change in the law, the State is required to comply with specific accessibility standards for websites, applications, content and documents.

Starting 4/26/2027, throughout the Term, all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created, provided, or made available by the Contractor under this Contract, must comply with WCAG 2.1 Level AA.



www.flexera.com

Flexera Software

300 Park Blvd
Suite 400
Itasca
IL 60143
United States
Phone: +1 (800) 809-5659
Fax: +1 (847) 631-0797

1 YEAR RENEWAL QUOTE + OPTION YEARS 2 and 3

To : State Of Michigan
7064 Crowner Dr.
Lansing
MI
48910
United States

Quote : QSF-0000558818

Issue Date : Jun 29, 2026

Terms : Net 30 days

We are pleased to provide the following quotation:

Line	Description	Product Code	Qty	Unit Price	Sub Total
1	FlexNet Manager for Data Centers Silver Maintenance Renewal Number of Users/Devices: 59000 Start Date: Feb 21, 2027 End Date: Feb 20, 2028	FNMDL-SM-9XXX	1	\$ 255,942.85	\$ 255,942.85
2	FlexNet Manager for Clients Silver Maintenance Renewal Number of Users/Devices: 6250 Start Date: Feb 21, 2027 End Date: Feb 20, 2028	FNML-SM-9XXX	1	\$ 0.00	\$ 0.00
Sub Total					\$ 255,942.85
Tax					\$ 0.00
Quote Total					\$ 255,942.85

Option Years

Option Year 1 Start Date: Feb 21, 2028 End Date: Feb 20, 2029	\$ 255,942.85
Option Year 2 Start Date: Feb 21, 2029 End Date: Feb 20, 2030	\$ 255,942.85

Amounts payable in USD.

Sales Representative: Anamaria Sierra
Direct Sales Phone: 18474660731
Email: asierra@flexera.com
Quote Valid Until: December, 15 2026



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget Central Procurement Services

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 5

to

Contract Number 071B7700201C

CONTRACTOR	FLEXERA SOFTWARE LLC
	300 Park Blvd.
	Itasca IL 60143
	Steve Malyj
	+44 7710-308-909
	Pborror@flexera.com
	CV0009045

STATE	Program Manager	Reid Sisson	DTMB
		517-241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	David Stohrer	DTMB
		517-896-4043	
		StohrerD1@michigan.gov	

CONTRACT SUMMARY

Software Asset Management - Maintenance & Support

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 14, 2017	September 13, 2022	5 - 1 Year	February 20, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐	0 Years	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,077,446.89	\$0.00	\$3,077,446.89		

DESCRIPTION

Effective 9/15/2025, both parties hereby agree to changes to Section 5.9 and Section 14 from Change Notice 4, as outlined below.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

5.9. Oracle License Position

Contractor will implement its standardized process to baseline software positions for DTMB. Contractor will engage with the DTMB IT support staff to validate and review the data. Contractor will review software installation data. This step will include providing context to the DTMB ITAM SAMO team concerning what the vendor licensing rules entail.

All relevant data associated with managing these licenses will be transferred to DTMB ITAM SAMO.

Oracle Advanced Analytics Processor
Oracle Advanced Compression
Oracle Advanced Security
Oracle Audit Vault and Database Firewall Processor
Oracle Business Process Management Suite for Non-Middleware
Oracle Cloud Management Pack for Oracle Database Processor
Oracle Data Masking and Subsetting Pack Processor
Oracle Database Enterprise Edition
Oracle Database In-Memory
Oracle Database Lifecycle Management Pack
Oracle Database Vault
Oracle Diagnostics Pack
Oracle Goldengate
Oracle GoldenGate for Non Oracle Database
Oracle GoldenGate for Teradata Replication Services Processor
Oracle Key Vault
Oracle Label Security
Oracle Multitenant
Oracle Real Application Cluster
Oracle Real Application Testing
Oracle SOA Suite for Oracle Middleware Processor-
Oracle Software Goldengate Foundation Suite
Oracle Tuning Pack
Oracle Weblogic Server Management Pack Enterprise Pack
Oracle WebLogic Suite
Oracle Partitioning
Oracle Spatial

14. Milestones / Deliverables:

Milestones and Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. Deliverables for this project include:

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Amount
Project Planning	Project Kickoff, Revised Plan and Schedule	Contract Execution + 20 business days	\$6,610.68
System Design	Planning and Design Meetings, Planning and Design Meetings Summary, Infrastructure Sizing Validation Recommendation Document, Final System Design Recommendation Validation Document, Final Plan and Schedule	Contract Execution + 45 business days	\$17,628.48
FlexNet User Identity Assessment	FlexNet User Identity Assessment Validation Recommendation Document Test Plan	Contract Execution + 60 business days	\$17,628.48
Troubleshoot Installed Microsoft Applications	Troubleshoot Installed Microsoft Applications Recommendation Document	Contract Execution + 70 business days	\$17,628.48
FlexNet Adobe Console Business Adapter	FlexNet Adobe Console Business Adapter Recommendation Document and related Scripts Test Plan	Contract Execution + 90 business days	\$13,221.36
Automated Name User License Import Framework	Automated Name User License Import Framework Recommendation Document	Contract Execution + 105 business days	\$13,221.36

Oracle License Position	Oracle Discovery Validation Document, Final Troubleshooting Document, Final License Position Baseline Validation	Contract Execution + 135 business days	\$14,102.78
Project Completion	Final Test Documents, Final Knowledge Transfer, Final Acceptance	Contract Execution + 151 business days	\$11,507.60
Post Service Consulting	Post Service Consulting on an as needed basis with respect to the deliverables outlined in this SOW scope	Project Completion + 12 weeks	\$0.00
Total:			\$111,549.22



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **071B7700201**

CONTRACTOR	FLEXERA SOFTWARE LLC
	300 Park Blvd.
	Itasca, IL 60143
	Steve Malyj
	+44 7710-308-909
	smalyj@flexera.com
	CV0009045

STATE	Program Manager	Reid Sisson	DTMB
		517-241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY				
SOFTWARE ASSET MANAGEMENT - MAINTENANCE & SUPPORT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 14, 2017	September 13, 2022	5 - 1 Year	February 20, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		February 20, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,011,605.00	\$65,841.89	\$3,077,446.89		
DESCRIPTION				
Effective 2/20/2024, \$65,841.89 is added to this contract to cover the total cost of the FlexNet Manager Backlog Engagement Service request in the amount of \$115,074.92 to be performed by the subcontractor InSequence, Inc., as described in the attached SOW and Project Plan.				
Additionally, the following Contractor Key Personnel contacts have been modified:				
Contractor Contract Administrator: Steve Malyj +44 7710-308-909				
Contractor Service Manager: Jondi Bernardo 858-922-6738				
All other terms, conditions, specification and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-256-2775	SissonR@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: FlexNet Manager Backlog Engagement	Period of Coverage: 2.20.2024 – 11.19.2024
Requesting Department: DTMB OCTO PDSS BOSS	Date: 2.9.2024
DTMB Project Manager: William LaRue	Phone: 517-282-3629
DTMB Program Manager: Reid Sisson	Phone: 517-241-1638

1. BACKGROUND

The Department of Management & Budget (DTMB) Office of the Chief Officer (OCTO) Platform, Design & Support Services (PDSS) herein identified as, “customer” has implemented Flexera FlexNet Manager 2023_R1 as the State’s Software License Compliance Management & Monitoring solution via Contract Number 071B7700201. FlexNet Manager collects and analyzes computer devices, software, and license data, provided through interfaces from Microsoft MECM, BMC ADDM, VMWare vCenter, and the FlexNet Agent. These interface sources provide software discovery information on over 2,000 commercial software applications, including Adobe, Microsoft, and Oracle.

An automated business adapter currently imports Microsoft M365 Named User license data. A manual business adapter currently exists for Adobe Named User licenses. Additionally, multiple manual processes currently exist for Device Inventory updates, including agency assignment, Role/Environment identifications, and device retirements.

FlexNet Manager 2023_R1 has new features targeting Device User identity merging and false positive evidence reporting, which PDSS has identified in the State’s best interests to leverage.

2. PROJECT OBJECTIVE

The Business Operations Support Services (BOSS) Information Technology Asset Management – Software Asset Management Operations (ITAM-SAMO) and Platform Support (PS) Administrative Apps Teams have identified the following necessary tasks to be performed by Flexera subcontractor, InSequence, Inc., herein identified as, Sub-contractor to support the installation and configuration of Flexera FNM Data Center and client products.

3. PERFORMANCE WORK STATEMENT

Contractor will provide the services defined within this SOW in accordance with a State-approved project plan and schedule, under the direction and oversight of the State's project manager, the State SAMO Business Program Manager, and the State SAMO Technical Manager. These services include, but are not limited to:

- Address business Adaptors Device User IDs for Device Normalization
- Troubleshoot evidence for identified Microsoft applications
- Address/reconfigure Adobe Admin Console Business adaptor
- Document and Automate via a business adaptor to import Users against Named User license
- Establish and Validate consumption for specified Oracle products
- Conduct Knowledge Transfer with Michigan DTMB personnel

4. PROJECT KICKOFF

The contractor will schedule a kick-off within 5 business days of contract award. The kickoff will review the initial schedule, plan, and this Statement of Work scope. See Attachment A, Preliminary Project Plan and Schedule. During the kickoff meeting stakeholder data will be collected to manage stakeholder engagement throughout the project.

The contractor will deliver a revised project plan and schedule within 5 business days of the project kickoff.

5. SYSTEM DESIGN

The contractor will review the existing implementation, collecting the full view of the as is implementation. The current state will be compared to industry best practices. Inventory, inventory Meta-data and entitlement data integrations will be reviewed.

5.1. Planning and Design Meeting

The contractor will host a 3-hour long meeting via Teams planning and design meeting with stakeholders across the enterprise to determine the optimal integration of FNM into the customer architecture. This meeting will combine data collected from the existing implementation with data collected concerning other systems that can add value to the implementation. Additional meetings will be scheduled accordingly if needed at no additional cost. Based on the data discovered as part of this engagement two critical documents will be developed:

- Infrastructure Sizing Validation Document
- System Design Validation Document

5.2. Infrastructure Sizing Document

The contractor will specify the configuration and sizing of the required underpinning infrastructure to allow for the deployment of the Flexera tool.

5.3. System Design Document

The contractor will prepare the System Design Document. The System Design Document will capture the information gathered in the planning and design meeting and provide a detailed breakdown of the scope and steps needed to complete the design. It will define the system accreditation boundary to allow for the commencement of the System Security Plan (SSP). The contractor will provide Flexera system technical information to support the System Security Plan process.

5.4. Final Plan and Schedule

Following the planning and design meeting, the contractor will update the Project Plan and Schedule with details from the design.

5.5. FlexNet User Identity Assessment

Contractor will review User Identities in FlexNet associated with devices and licenses (per the All Users screen), with ITAM-SAMO and the DTMB FlexNet Technical Team, and will develop a list of recommendations for managing, updating, and inactivating User Identities, based on the State's identity sources of truth (including but not limited to Active Directory, Microsoft 365, HRMN & ITAM) and addressing User Identities discovered through device associations (FlexNet Agent, BMC Discovery, MECM/SMS). Contractor will work with DTMB to normalize that User Identities are captured in a standardized format <Lastname, Firstname>, and to develop a test plan to validate the standardized User Identities.

5.6. Troubleshoot Installed Application Erroneous Device Names

The contractor will review the Flexera application evidence to determine what is causing the erroneous identification of the applications. Working with the DTMB personnel the contractor will develop a recommended course of action and will support the execution of that plan. The applications in question are:

- Microsoft Exchange Online Plan 2 for Government for Office 365
- Microsoft Office Online for Office 365

- Microsoft SharePoint Online Plan 2 for Government for Office 365
- Microsoft Yammer Enterprise for Office 365

5.7. Reconfigure and Automate the FlexNet Adobe Admin Console Named User Business Adapter

Adobe's named user licenses are effectively assigned through the Adobe Admin Console. The contractor will work with the States assigned point of contact to evaluate the current Adobe business adapter to update and revise the business adapter, along with any related scripts, to automate and test the Adobe named user licenses to update nightly.

5.8. Document an Automated Named User License Import Framework

Flexera FlexNet Manager enables customers to assign specific users to named user licenses via a business adaptor. Contractor will provide a framework, based on FlexNet capabilities and best practices, to develop and implement automated business adapters to import and update named user licenses into FlexNet, where licenses are assigned and managed within and externally hosted license admin console.

5.9. Oracle License Position

Contractor will implement its standardized process to baseline software positions for DTMB. Contractor will engage with the DTMB IT support staff to validate, and review the data. Contractor will review the health of the FlexNet Agents to ensure that the agent is correctly deployed and has the required rights to collect the data for Oracle. This step will include providing context to the DTMB ITAM SAMO team concerning what the vendor licensing rules entail.

The Contractor team will troubleshoot any false positives and where needed will work with Flexera Support to enter a ticket if Flexera needs to update the data collected by the Flexera Agent. All relevant data associated with managing these licenses will be transferred to DTMB ITAM SAMO.

Oracle Advanced Analytics Processor
Oracle Advanced Compression
Oracle Advanced Security
Oracle Audit Vault and Database Firewall Processor
Oracle Business Process Management Suite for Non-Middleware
Oracle Cloud Management Pack for Oracle Database Processor
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Oracle Database Enterprise Edition

Oracle Database In-Memory
Oracle Database Lifecycle Management Pack
Oracle Database Vault
Oracle Diagnostics Pack
Oracle Goldengate
Oracle GoldenGate for Non Oracle Database
Oracle GoldenGate for Teradata Replication Services Processor
Oracle Key Vault
Oracle Label Security
Oracle Multitenant
Oracle Real Application Cluster
Oracle Real Application Testing
Oracle SOA Suite for Oracle Middleware Processor-
Oracle Software Goldengate Foundation Suite
Oracle Tuning Pack
Oracle Weblogic Server Management Pack Enterprise Pack
Oracle WebLogic Suite
Oracle Partitioning
Oracle Spatial

6. KNOWLEDGE TRANSFER AND DOCUMENTATION

Throughout the engagement contractor team will meet weekly with Michigan DTMB via Teams, the contractor will track tasks in a tool such as the MS Teams Planner boards. All documentation created during the engagement will be provided to Michigan DTMB for acceptance once they are completed.

7. PROJECT COMPLETION

Customer will validate the Contractor work required for the FlexNet Manager environment is satisfactory with Contractor assistance. Customer in concert with Contractor will review all the milestones/deliverables delivered in the SOW scope and agree on project completion.

8. POST SERVICE CONSULTING

Following completion of the project, Contractor will provide consulting services on an as-requested basis for 12 weeks; the scope of requested services under this activity shall be reviewed and approved by all parties prior to the Vendor commencing the performance of such services.

9. ASSUMPTIONS

1. For estimation purposes the Base Period of Performance is assumed to begin on 2/20/2024, with a 8-month Period Of Performance and 5-day notification of contract start.
2. Costs to procure Hardware or Software are not included.
3. The contractor will provide support and technical advice to the customer representatives in preparation of the necessary security artifacts.
4. Customer personnel familiar with the customer infrastructure will be available to support, discover and deployment/Troubleshooting of Flexera agents.
5. The customer staff supporting Oracle Database and Weblogic systems deployed within the environment will be available to review and provide information concerning the systems being supported.
6. Work is assumed to be primarily remote; the customer will provide all necessary access to allow for the remote services.
7. The DTMB personnel associated with various domains and the user management will be available as Stakeholders.

10. PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the DTMB Project Manager throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Risks/Issues:** Indicate all risks and issues that may occur, and whose occurrence, if it does take place, has a positive or negative effect on the project and the appropriate action required.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

11. PROJECT CONTACTS:

Flexera will provide the following Contract Manager to oversee this project on behalf of the Subcontractor, InSequence.

The designated Contractor Contract Administrator is:

Monica Schell
Contract Manager
MSchell@flexera.com
224-828-0851

The primary Contractor point of contact (POC) for the State of Michigan will be the lead engineer assigned to support the project. If there is any need to escalate for support, contact information is below.

The designated Contractor Point of Contact (POC) is:

Jon Goodin
Jgoodin@insequenceinc.com
618-772-9525

Contractor Escalation Path, Tier 1:

Kerry Hall
Execution Lead
Khall@insequenceinc.com
314-517-0900

Contractor Escalation Path, Tier 2:

Peter Jeanmougin
Chief Operating Officer
314.330.2533
pjeanmougin@insequenceinc.com

The designated State Project Manager is:

William LaRue
DTMB Project Manager
517-282-3629
laruew1@michigan.gov

The designated State Business Program Manager is:

Reid Sisson
ITAM SAM Manager
517-256-2775
SissonR@michigan.gov

The designated State Technical Manager is:

Tim Yorty
IT Manager,
517-204-1295 cell
yortyt@michigan.gov

12. LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will complete all work remotely.

13. PAYMENT SCHEDULE:

Payment will be made on a Milestone / Deliverable basis, based on satisfactory acceptance. The Customer will pay the Contractor upon receipt of properly completed invoice(s) which will be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining DTMB Project Manager approval. All invoices should reflect actual work completed by payment date and must be approved by the DTMB Project Manager prior to payment. The invoices will describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment will be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

The purchase order will be a release from Contract Number 071B7700201. This purchase order, statement of work, and the terms and conditions of the Contract Number constitute the entire agreement between the State and the Contractor.

14. MILESTONES / DELIVERABLES:

Milestones and Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. Deliverables for this project include:

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Amount
Project Planning	Project Kickoff, Revised Plan and Schedule	Contract Execution + 20 business days	\$6,610.68
System Design	Planning and Design Meetings, Planning and Design Meetings Summary, Infrastructure Sizing Validation Recommendation Document, Final System Design Recommendation Validation Document, Final Plan and Schedule	Contract Execution + 45 business days	\$17,628.48

FlexNet User Identity Assessment	FlexNet User Identity Assessment Validation Recommendation Document Test Plan	Contract Execution + 60 business days	\$17,628.48
Troubleshoot Installed Microsoft Applications	Troubleshoot Installed Microsoft Applications Recommendation Document	Contract Execution + 70 business days	\$17,628.48
FlexNet Adobe Console Business Adapter	FlexNet Adobe Console Business Adapter Recommendation Document and related Scripts Test Plan	Contract Execution + 90 business days	\$13,221.36
Automated Name User License Import Framework	Automated Name User License Import Framework Recommendation Document	Contract Execution + 105 business days	\$13,221.36
Oracle License Position	Oracle Discovery Validation Document, Final Troubleshooting Document, Final License Position Baseline Validation	Contract Execution + 135 business days	\$17,628.48
Project Completion	Final Test Documents, Final Knowledge Transfer, Final Acceptance	Contract Execution + 151 business days	\$11,507.60
Post Service Consulting	Post Service Consulting on an as needed basis with respect to the deliverables outlined in this SOW scope	Project Completion + 12 weeks	\$0.00
Total:			\$115,074.92

15. ACCEPTANCE CRITERIA:

Actual payments will be made by Milestone completion in the table above. Contractor shall notify DTMB when it believes a Milestone is complete and DTMB shall have five (5) business days within which to review each Milestone set forth in the table above ("Milestone") and give written notice to Contractor specifying in detail any material way in which the Milestone does not conform the SOW ("Material Deficiencies"). Contractor

shall use commercially reasonable efforts to promptly cure any such Material Deficiencies, and after completing any such cure, Contractor shall resubmit the Milestone for Customer's review as set forth above. Upon accepting any Milestone submitted by Contractor, Customer will execute and submit to Contractor's POC an acceptance email which indicates Customer's acceptance of such Milestone, provided always that where DTMB does not issue such notice of acceptance or any Material Defect within the five (5) day review period described above, such Milestone shall be deemed accepted. Milestone payments will be submitted as one invoice at the end of each service month.

16. EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

Attachment A, Preliminary Project Plan and Schedule

ID		Task Mode	Task Name	T	W	T	F	S	S	M
1			Michigan State Support Draft							
2			Contract Award							
3			Contract Start							
4			Kickoff and Discovery							
5			Kickoff Meeting							
6			Discovery Meeting - Review of current operational system							
7			Discovery Gap Analysis - Inventory, Users and system tagging							
8			Discovery Gap Analysis - Entitlement - Renewal and Purchase process review							
9			Discovery Gap Analysis - License position review							
10			Develop System Sizing Recommendations							
11			Deliver System Sizing Recommendation							
12			Develop State of Health review/recommendations documents							
13			Deliver State of Health Review recommendations documents							
14			SAM Support and Knowledge Transfer tasks							
15			FlexNet User Identity Assessment							
16			Troubleshoot Installed Application Erroneous Device Names							
17			Microsoft Exchange Online Plan 2 for Government for Office 365							
18			Microsoft Office Online for Office 365							
19			Microsoft SharePoint Online Plan 2 for Government for Office 365							
20			Microsoft Yammer Enterprise for Office 365							
21			Reconfigure and Automate the FlexNet Adobe Admin Console Named User Business Adapter							
22			Document an Automated Named User License Import Framework							
23			Oracle License Position							

Project: Michigan State Support	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **071B7700201**

CONTRACTOR	FLEXERA SOFTWARE LLC
	300 Park Blvd.
	Itasca, IL 60143
	Amos Olson
	530-401-8163
	pborror@flexera.com
	CV0009045

STATE	Program Manager	Reid Sisson	DTMB
		517-241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY				
SOFTWARE ASSET MANAGEMENT - MAINTENANCE & SUPPORT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 14, 2017	September 13, 2022	5 - 1 Year	September 13, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	40-Months	☐		February 20, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,343,928.00	\$667,677.00	\$3,011,605.00		
DESCRIPTION				
Effective 8/22/2023, the State is exercising the 4 remaining available option years and executing a 40-month extension to align the contract expiration date with the license expiration dates, making the revised contract expiration date 2/20/2027. \$667,677.00 in funding is added to cover the extension as described per the attached quote.				
Please note the Contract Administrator for the State has been changed to Lauren Stempek.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 8/22/2023.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Reid Sisson	517-256-2775	SissonR@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

PROJECT PLAN:

Line Item	Description	# of Users/ Devices	Product Code	Qty	Start Date:	End Date:	Unit Price	Sub Total
1	FlexNet Manager for Data Centers Silver Maintenance Renewal	59,000	FNMDL-SM-9XXX	1	2/21/2024	2/20/2027	\$667,677.00	\$667,677.00
2	FlexNet Manager for Clients Silver Maintenance Renewal	6,250	FNML-SM-9XXX	1	2/21/2024	2/20/2027	\$0.00	\$0.00

Sub Total \$667,677.00

Tax \$0.00

Total \$667,677.00

Yearly Breakdown (2/21/2024 – 2/20-2027)			
Year	Start Date	End Date	Price
2024	2/21/2024	2/20/2025	\$222,559.00
2025	2/21/2025	2/20/2026	\$222,559.00
2026	2/21/2026	2/20/2027	\$222,559.00

Sub Total \$667,677.00

Tax \$0.00

Total \$667,677.00



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **071B7700201**

CONTRACTOR	FLEXERA SOFTWARE LLC
	300 Park Blvd.
	Itasca, IL 60143
	Amos Olson
	530-401-8163
	amolson@flexera.com
	CV0009045

STATE	Program Manager	Reid Sisson	DTMB
		517-241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	KeriAnn Trumble	DTMB
		(989) 259-2625	
		trumblek1@michigan.gov	

CONTRACT SUMMARY				
SOFTWARE ASSET MANAGEMENT - MAINTENANCE & SUPPORT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
September 14, 2017	September 13, 2022	5 - 1 Year		September 13, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card		☐ PRC	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1 year	☐		September 13, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,867,928.00	\$476,000.00		\$2,343,928.00	
DESCRIPTION				
Effective 9/7/2021, the State is exercising the first available option year and increasing this Contract by \$476,000 to cover FlexNet Manager Software Maintenance costs through revised expiration. This funding was approved by Ad Board on 8/1/2017. The revised contract expiration date is 9/13/2023.				
Please note the State Contract Administrator has been changed to KeriAnn Trumble. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **071B7700201**

CONTRACTOR	Flexera Software
	300 Park Blvd.
	Itasca, IL 60143
	Paul Borrer
	703-819-1710
	PBorrer@flexera.com
	CV0009045

STATE	Program Manager	Reid Sisson	DTMB
		517-241-1638	
		SissonR@Michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		(517) 243-5556	
		Sherlockj@michigan.gov	

CONTRACT SUMMARY				
SAMO - Statewide - Software, Maintenance & Support				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 14, 2017	September 13, 2022	5 - 1 Year	September 13, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☒ P-Card ☐ PRC ☐ Other				☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		September 13, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,835,047.00	\$32,881.00	\$1,867,928.00		
DESCRIPTION				
Effective December 8th, 2020, this contract is increased by \$32,881.00 for DTMB use.				
The Contract Administrator for the State is updated to Jordan Sherlock.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **071B7700201**

between
THE STATE OF MICHIGAN
and

CONTRACTOR	Flexera Software
	300 Park Blvd., Suite 500
	Itasca, IL - 60143
	Patrick Sack
	224-828-2776
	PSack@Flexera.com
	3996Tax ID (last four digits only)

STATE	Program Manager	Reid Sisson	DTMB
		517-241-1638	
		SissonR@michigan.gov	
	Contract Administrator	Malathi Natarajan	DTMB
		517-284-7030	
		NatarajanM@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: SAMO – Statewide – Software, maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 14, 2017	September 13, 2022	5, 1 year	September 13, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract is awarded from Request for Proposal # 007117B0010230 published on Buy4Michigan.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$1,835,047.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Malathi Natarajan, Category Specialist - IT

Central Procurement – Enterprise Sourcing

Date

EXHIBIT A STATEMENT OF WORK

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined below have the respective meanings given to them in Section 1 of the **MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT**.

Term	Definition
Solution	Means Flexnet Manager and related products.

2. PURPOSE AND SCOPE

The State of Michigan (the "State"), Department of Technology, Management and Budget ("DTMB") has issued this Statement of Work (SOW) to procure and maintain a Software Asset Management and Optimization solution (the "SAMO Solution"). This includes software licenses and maintenance for Flexera Software's Flexnet Manager and related products.

The State, at its option, reserves the right to procure additional Flexera software products and services.

3. CONTRACT TERM

The overall term for the Contract is five (5) years, with five one-year options.

4. SPECIFIC STANDARDS

Acceptable Use Policy

To the extent that Contractor may have access to the State's computer system, Contractor must comply with the State's then-current Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---.00.html. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Bidder's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Bidder may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Bidder complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.
http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

5. TRANSITION SERVICES

Upon termination or expiration of the agreement, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the services at the established rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve,

maintain, protect, or return (in a format specified by the State) to the State all data stored in the solution; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

Bidder must provide a detailed transition-in and transition-out plan, including any roles or responsibilities expected of the State. The plan must adequately demonstrate the steps to migrate between Bidder's Solution and third-party Solutions.

6. PROFESSIONAL SERVICES

At the State's option, Contractor will provide professional services as are necessary to implement and support the Solution.

7. PRICING

Pricing is as provided in Attachment A, Order Schedule.

Travel and Expenses

The State does not pay for overtime or travel expenses.

8. CONTRACTOR KEY PERSONNEL

Contractor Contract Administrator. Contractor appoints the following person as an individual to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract. Contractor will notify State Procurement in writing of this individual and their contact information.

Patrick Sack
Phone: (224) 828-2776
Email: PSack@Flexera.com

Contractor Service Manager. Contractor appoints the following person as an individual to serve as primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Aaron Shurtz
Phone: (847) 466-4716
Email: AShurts@flexera.com

Contractor Security Officer. Contractor appoints the following person as an individual to respond to State inquiries regarding the security of the Contractor's software. This person must have sufficient knowledge of the security of the Contractor's software and the authority to act on behalf of Contractor in matters pertaining thereto. Contractor will notify the State Service Owner in writing of this individual and their contact information.

Conal Gallagher
Phone: (847) 466-4163
Email: CGallagher@flexera.com

9. CONTRACTOR PERSONNEL REQUIREMENTS

For any onsite service resource personnel, Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

10. STATE RESOURCES/RESPONSIBILITIES

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Project Manager. The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

Agency Business Owner. The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to implementation technical advisement.

11. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional products or services from the Contractor during the duration of the Contract.

SOFTWARE
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Software License and Services Agreement ("**Agreement**") is entered into by and between Flexera Software LLC ("**Flexera Software**"), a Delaware limited liability company having its principal office located at 300 Park Blvd., Suite 500, Itasca, IL 60143, and the Michigan Department of Technology, Management and Budget ("**Licensee**"), a governmental agency having its principal office located at 530 West Allegan Street, Lansing, Michigan 48929, and is effective as of the date last executed (the "**Effective Date**").

This Agreement consists of the terms and conditions (i) set forth below, and (ii) included in any executed amendments, attachments, exhibits, and/or Order Schedules referencing this Agreement and sets out the applicable terms and conditions where Licensee purchases Software licenses and Services from Flexera Software pursuant to an applicable Order Schedule and sets forth the basic terms and conditions under which those products and services will be delivered. This Agreement shall govern Licensee's initial purchase on the Effective Date as well as any future purchases made by Licensee that expressly reference this Agreement.

Now, therefore, in consideration of the mutual promises herein made, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows.

1. Definitions.

"Affiliate" means any agency, department, office, instrumentality, division, unit or other entity of the State of Michigan. **"Business Day"** means any day which is not a Saturday, Sunday, legal holiday or other day on which Licensee is required or authorized by law to be closed.

"Cloud Site" means the website hosted by Flexera Software through which Licensee may access Cloud Software.

"Cloud Software" means Software licensed to Licensee on a subscription basis that is owned, delivered, and managed remotely by Flexera Software as part of a multi-tenant hosted environment.

"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. Confidential Information does not include information that is in the possession of Licensee and is subject to disclosure under the Michigan Freedom of Information Act, P.A. 442 of 1976, MCL 15.231 *et. seq.* (FOIA)

"Contractor" means any third party contracted by Licensee to perform services on behalf of and for the sole benefit of Licensee.

"Documentation" means the technical specification documentation generally made available by Flexera Software to its licensees with regard to the Software.

"Flexera Software Property" means all of the following without limitation created or owned by Flexera Software, or its licensors, whether pre-existing or created under this Agreement: all materials, websites, software, tools, URLs and links, databases, designs, algorithms, user interface designs, architecture, class libraries, objects and documentation, network-design, know how, technology and source code and all portions, subsets or derivatives thereof, any improvements, modifications, upgrades or other changes thereto; and any and all derivative works of the foregoing created by Flexera Software, including all intellectual property rights contained therein.

"Internal Purposes" means the use of the Software and/or Customized Work Product where Licensee is the primary beneficiary.

"License Level" means the allowed level of usage of the Software licensed to Licensee in an Order Schedule.

"Licensee Property" means any data, information, or other material provided by or on behalf of Licensee to Flexera Software; provided, however, Licensee Property shall not include any Flexera Software Property.

"On-Premise Software" means the object code form of the Software licensed to Licensee for installation at a Licensee site.

"Order Schedule" means the order document executed by both parties referencing this Agreement and specifying the Software license, Support and Maintenance, and/or Services purchased by Licensee hereunder, attached hereto as Attachment A. The only persons authorized to sign on behalf of Licensee are representatives of DTMB procurement. Any future Order Schedules will be substantially in the form as Attachment A.

"Services" means professional consulting services as further defined in an Order Schedule. Services shall not include Support and Maintenance which is otherwise defined herein.

"Software" means the software products specified in an applicable Order Schedule, including any Updates to the Software provided by Flexera Software to Licensee. Except as otherwise expressly set forth herein or in an applicable

Order Schedule, Software does not include source code.

“**Subscription Period**” means the fixed period of time applicable to a subscription license set forth in an applicable Order Schedule for which Licensee is licensed to use the Software.

“**Support and Maintenance**” means the support and maintenance services set forth on the applicable Order Schedule.

“**Updates**” means patches, additions, modifications, and new versions of the Software incorporating such patches, additions and modifications that are provided to Licensee by Flexera Software and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that Flexera Software considers to be a separate product or for which Flexera Software charges its customers extra or separately.

“**Warranty Period**” means, for (i) On-Premise Software, a period of 150 days from initial delivery of the Software to Licensee, and for (ii) Cloud Software, the date specified in the Order Schedule.

2. License.

- 2.1. Grant of License. Subject to all of the terms and conditions of this Agreement and the applicable Order Schedule, Flexera Software grants to Licensee a non-transferable (except as provided herein), non-sublicensable, non-exclusive license to use, within the License Level, for Internal Purposes only, (i) Software, in accordance with the Documentation, and (ii) Documentation.
- 2.2. License Term. An Order Schedule will identify whether Licensee is purchasing a subscription or perpetual license. In the case of a subscription license, the Subscription Period will be identified in the Order Schedule.
- 2.3. Delivery. If Licensee licenses On-Premise Software, the On-Premise Software and associated Documentation shall be delivered by electronic means. If Licensee licenses Cloud Software, Licensee will receive access to the Cloud Software via the Cloud Site.
- 2.4. Installation and Copies. Licensee may install On-Premise Software on Licensee's or Affiliates' machines only and only at locations owned or leased solely by Licensee or an Affiliate or that portion of any shared space, such as a shared data center, attributable solely to Licensee or an Affiliate, or in the instance of an employee working remotely, that location from which such employee is working while using Licensee or Affiliate-provided equipment on which the Software may be installed. Licensee may also make a reasonable number of copies of On-Premise Software for testing, back-up and archival purposes. Notwithstanding the foregoing, provided that Licensee, Contractor and Flexera Software execute an offsite contractor form, Licensee may allow a Contractor to install On-Premise Software on Contractor's own premises.
- 2.5. Use by Affiliates and Contractors. Subject to the terms and conditions of this Agreement, Licensee's Affiliates and Contractors may also use the licenses granted to Licensee, provided that (a) such use is only for Licensee's or such Affiliate's benefit, and (b) Licensee agrees to remain responsible for each such Affiliate's and Contractor's compliance with the terms and conditions of this Agreement. Use of the Software by the Affiliates, Contractors and Licensee in the aggregate must be within the License Level. The Affiliate rights granted in this Section 2.5 shall not apply to any unlimited License Level licenses unless Affiliate usage is specifically designated in the applicable Order Schedule.
- 2.6. License Restrictions. Licensee shall not (and shall not allow any third party to):
 - 2.6.1. decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or limits reverse engineering restrictions, and then only with prior written notice to Flexera Software);
 - 2.6.2. distribute (except as expressly permitted herein), sell, sublicense, rent, lease or use the Software or Documentation (or any portion thereof) for time sharing, service bureau, hosting, service provider or like purposes;
 - 2.6.3. remove any product identification, proprietary, copyright or other notices contained in the Software or Documentation;
 - 2.6.4. modify any part of the Software or Documentation, create a derivative work of any part of the Software or Documentation, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by Flexera Software;
 - 2.6.5. conduct vulnerability scanning or penetration testing of Cloud Software or the Cloud Site; or
 - 2.6.6. subject to Licensee's obligations under FOIA, publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software or Documentation.

3. Invoicing.

Unless otherwise agreed in an Order Schedule, Flexera Software will invoice Licensee as follows:

- 3.1. for perpetual Software licenses, fully in advance;

- 3.2. for subscription (i) Software licenses, (ii) Support and Maintenance, and (iii) Services, annually in advance; and/or
- 3.3. for all other Services and associated expenses, monthly in arrears.

4. Payment. Licensee agrees to pay Flexera Software the undisputed fees indicated in each applicable Order Schedule. All payments are non-refundable (except as expressly set forth in this Agreement) and shall be made within forty-five (45) days of Licensee's receipt of the invoice for the applicable Order Schedule. Licensee will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Flexera Software must register with the State of Michigan at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Flexera Software does not register, Licensee is not liable for failure to provide payment. Licensee is exempt from state sales tax for direct purchases and may be exempt from federal excise tax, if products and services purchased under this Agreement are for Licensee's exclusive use. Licensee will deliver to Flexera Software a tax exempt certificate evidencing the above exemption.

5. Term of Agreement.

- 5.1. Term. This Agreement is effective as of the Effective Date and shall continue until terminated in accordance herewith.
- 5.2. Termination.
 - 5.2.1. Licensee may terminate an Order Schedule for Services not billed in advance if the legislature fails to appropriate funds for such expenditure. Either party may terminate this Agreement and/or any related Order Schedules if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after receipt of written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter).
 - 5.2.2. The parties acknowledge that a violation of Sections 2 (License), 12 (Confidential Information), or 13.5 (Certification and Audit Rights) shall be deemed to be a material breach of this Agreement.
- 5.3. Effect of Expiration or Termination.
 - 5.3.1. Upon any (i) expiration of a Subscription Period, (ii) termination by Licensee of an Order Schedule for a subscription license or (iii) termination by Flexera Software of an Order Schedule, Licensee shall cease any and all use of the Software licensed under such Order Schedule and destroy all copies of such Software and associated Documentation and so certify to Flexera Software in writing.
 - 5.3.2. Termination of this Agreement or an Order Schedule will not automatically terminate any other document (Agreement or Order Schedule) unless the terminating party is entitled to terminate such other document and includes such other document(s) in its termination notice to the other party.
- 5.4. Survival. Sections 2.6 (License Restrictions), 5 (Term of Agreement), 6.3.3 (Disclaimer), 9 (Ownership), 10 (Liability), 11 (Indemnification), 12 (Confidential Information), 13 (General), as well as any provision that by the very nature of which should survive shall survive any termination or expiration of this Agreement. In the case of termination by Licensors pursuant to Section 5.2.1, Sections 3 (Invoicing), 4 (Payment) shall survive such termination.

6. Representations and Warranties.

- 6.1. Mutual Warranties. Each party represents and warrants to the other party that, as of the applicable Order Schedule Effective Date:
 - 6.1.1. Flexera Software is duly incorporated and validly existing under applicable laws and in good standing in applicable business locations as required; and
 - 6.1.2. Licensee is an agency or a political subdivision of the State of Michigan and is duly organized, existing and operating under the constitution and laws of the State of Michigan; and
 - 6.1.3. each party is duly authorized to enter into and to perform its obligations under this Agreement; and
 - 6.1.4. each party is in compliance with all applicable laws related to the performance of its obligations under this Agreement.
- 6.2. Flexera Software's Warranties.
 - 6.2.1. Limited Software Performance Warranty. Flexera Software represents and warrants to Licensee that during the Warranty Period the Software shall operate in substantial conformity with the Documentation. Flexera Software does not warrant that Licensee's use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. All warranty claims must be submitted to Flexera Software in writing within the Warranty Period.
 - 6.2.2. Services Warranty. Flexera Software represents and warrants to Licensee that the Services and

- Support and Maintenance will be of a professional quality conforming to generally accepted industry standards and practices and will be performed in accordance with the applicable Order Schedule.
- 6.2.3. Anti-Virus Warranty. Flexera Software represents and warrants to Licensee that it has used industry standard anti-virus software to test the Software for viruses, worms, Trojan horses or other harmful, malicious or destructive code and such test has shown no such viruses, worms, Trojan horses or other harmful, malicious or destructive code.
- 6.2.4. No Disabling Devices Warranty. Flexera Software represents and warrants to Licensee that the Software does not include any functionality that (i) generates messages, data, or reports that are transmitted to Flexera Software or (ii) allows Flexera Software to remotely access the Software. Notwithstanding the foregoing, the Software may include features that will limit use of the Software beyond the License Level or notifies Flexera Software of license activations, provided that such features do not involve the positive control of Flexera Software.
- 6.2.5. Non-Infringement Warranty. Flexera Software represents and warrants to Licensee that the Software does not infringe the intellectual property rights of a third party.
- 6.3. Limitations.
- 6.3.1. Exclusions. The warranties set forth in Section 6.2 shall not apply to warranty claims arising out of or relating to: (a) use of the Software with hardware or software not required in the Documentation; (b) modifications to the Software source code, unless such modifications are Updates or have been authorized by Flexera Software in writing; or (c) defects in the Software due to use by Licensee not consistent with the Documentation.
- 6.3.2. Remedies. Flexera Software's sole liability (and Licensee's exclusive remedy) for any breach of the warranties set forth in Sections 6.2.1 through 6.2.4 shall be, in Flexera Software's sole discretion, to either (a) use commercially reasonable efforts to provide Licensee with an error-correction or work-around that corrects the reported non-conformity or (b) to replace the non-conforming Software or Service with conforming Software or Services. If Flexera Software determines such remedies to be impracticable within a reasonable period of time, Flexera Software may terminate the applicable Order Schedule and refund the fees paid for the non-conforming Software and/or Service.
- 6.3.3. Disclaimer. THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION 6 ARE LIMITED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Support and Maintenance.

- 7.1. Support and Maintenance. Unless otherwise set forth in an Order Schedule, (i) Flexera Software shall provide Support and Maintenance in accordance with Attachment B and (ii) Support and Maintenance is for a period of one (1) year from the date of delivery of the Software. Subscription license fees include Support and Maintenance for the duration of the Subscription Period.
- 7.2. Exclusions. Flexera Software will have no Support and Maintenance obligation to Licensee where the Software source code has been modified, unless such modifications are Updates or have been authorized by Flexera Software in writing and, in such writing, Flexera Software has accepted Support and Maintenance obligations with respect to such modifications.
- 7.3. Renewals of Support and Maintenance for Perpetual Licenses. Support and Maintenance may be renewed for the first renewal period (the duration of which may be no shorter than one year and no longer than the length of the initial Support and Maintenance period) for the same annual rate paid during the first Support and Maintenance period. In the event Licensee elects not to obtain or renew Support and Maintenance, Licensee may retain the Software and Documentation but will have no further right to Support and Maintenance for the Software. If Licensee wishes to reinstate lapsed Support and Maintenance for a perpetual license, Licensee may do so by paying Flexera Software an amount equal to (i) the then-applicable annual Support and Maintenance fee plus (ii) one hundred thirty percent (130%) the fees that would have been due had Licensee remained enrolled during the lapsed period.
- 7.4. Cloud Site Service Levels. Prior to Licensee ordering any Cloud Software, the parties must execute an addendum to this Agreement for purposes of outlining Flexera Software's obligations with respect to Licensee Property stored on the Cloud Site. The Service Levels set forth at <http://media.flexerasoftware.com/documents/Cloud-Service-Levels.pdf> will apply to the Cloud Site. Flexera Software shall not materially diminish such Service Levels during the Subscription Period set forth in an Order Schedule. Flexera Software may aggregate information regarding Licensee's use of the Cloud

Site with information about use of the Cloud Site by Flexera Software's other licensees, and may use such aggregated information to report on how the Cloud Site is used by Flexera Software's licensees generally, for improvement and development of Flexera Software's products, and for marketing purposes. In providing this aggregated information, Flexera Software shall not identify Licensee to any third party.

8. Services.

- 8.1. Ordering. Services will be provided pursuant to an Order Schedule executed by both parties describing the work to be performed, fees, dependencies, other technical specifications or related information, and any other terms specific to the engagement.
- 8.2. Delays and Cancellations. If performance of Services is delayed due to Licensee's failure to provide required access, personnel availability or canceled with less than five (5) business days' notice once ordered by Licensee, Licensee shall pay Flexera Software at the rate set forth in the applicable Order Schedule for each day for each person assigned by Flexera Software to provide the applicable Services if the Flexera Software resources cannot be redeployed by Flexera Software using reasonable efforts. In addition, Licensee agrees to reimburse any travel expenses which have been incurred and are non-cancelable, non-refundable, or non-creditable.
- 8.3. Licensee Systems. If Flexera Software obtains or is granted access to any: (a) Licensee facility or location and/or (b) Licensee's respective systems, networks, databases, computers, telecommunications or other information systems owned, controlled or operated by Licensee or on its behalf (collectively "**Licensee Systems**"), then such access, in all cases, is subject to Flexera Software's compliance with all then-current Licensee policies provided to Flexera Software in writing provided that such policies do not materially add to or conflict with the terms of this Agreement or the applicable Order Schedule, including, but not limited to all security, safety, environmental, information technology, legal, and business conduct policies. Access to any Licensee Systems is strictly for the purpose of Flexera Software's provision of the Services during the term of this Agreement, but not otherwise; in no event shall Flexera Software or access or make use of the Licensee Systems for any other purpose.
- 8.4. Personnel.
 - 8.4.1. Compliance with Licensee Policies. Flexera Software personnel performing Services at a Licensee location shall comply with all applicable policies of Licensee that are provided to Flexera Software in writing in advance, provided that such policies do not materially add to or conflict with the terms of this Agreement or the applicable Order Schedule or purport to impose any personal liability on such personnel.
 - 8.4.2. Background Checks. Flexera Software agrees not to assign any personnel to perform Services at a Licensee location who have failed a background check or who have committed a felony shown by such background check. Flexera Software, shall, at a minimum, have performed the following checks on such personnel:
 - 8.4.2.1. Verification of the applicable personnel's applicable identification number (e.g., social security number) to verify the accuracy of the personnel's identity and current and previous addresses.
 - 8.4.2.2. A criminal background search of all court records of the applicable personnel's current and previous addresses over the past seven (7) years.
 - 8.4.2.3. Verification of the applicable personnel's post high school education or degrees, i.e. B.A., B.S., Associate, or professional certifications.
 - 8.4.2.4. Licensee may, at its sole discretion, perform its own background checks on Flexera Software personnel performing services at Licensee's locations. Licensee may only perform such background checks after Flexera Software has received permission of the individuals on whom Licensee wants to perform its own background checks. Any individual who refuses to allow such a background check shall be prohibited from performing services at Licensee's locations.

9. Ownership.

- 9.1. Flexera Software Property. Licensee acknowledges and agrees that Flexera Software or its licensors, as the case may be, shall retain exclusive ownership of all rights, title and interest in and to all Flexera Software Property. Licensee acknowledges that its use of the Flexera Software Property will not vest in Licensee any right, title or interest in or to the Flexera Software Property other than the limited license rights granted under this Agreement and any applicable Order Schedule, and all intellectual property rights arising from such uses will be owned by Flexera Software or its respective licensors. Certain Software or Services include access to documents, tools, presentations or templates that are specifically designed to be downloaded and edited by Licensee for its particular Internal Purposes (collectively, "**Templates**"). Templates shall be considered Flexera Software Property.

- 9.2. Licensee Property. Licensee shall retain exclusive ownership of all rights, title and interest in and to all Licensee Property provided to Flexera Software.
- 9.3. Customized Work Product. Flexera Software may create and/or provide Work Product to Licensee that are for Licensee's sole use ("**Customized Work Product**"). For the avoidance of doubt, to the extent that Customized Work Product are comprised, in whole or in part, of Flexera Software Property, Flexera Software, or its licensors, as the case may be, retain exclusive ownership of all rights, title and interest in and to all Flexera Software Property. Upon full and final payment of any applicable fees, Licensee will own Customized Work Product, subject to the following: (i) Flexera Software shall retain exclusive ownership of all rights, title and interest in and to all Flexera Software Property incorporated in the Customized Work Product, and (ii) the Customized Work Product shall be used for Licensee's Internal Purposes only.
- 9.4. Licenses. Flexera Software grants to Licensee a perpetual, non-exclusive, royalty-free, worldwide, non-transferable and non-assignable license to use Flexera Software Property for Licensee's Internal Purposes. Licensee grants to Flexera Software a perpetual, non-exclusive, royalty-free, worldwide license to use any Customized Work Product for any reason. Materials will not constitute Customized Work Product unless the applicable Order Schedule expressly identifies such materials as Customized Work Product.

10. Liability.

- 10.1. DAMAGES WAIVER. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, OR INTERRUPTION OF BUSINESS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 10.2. LIMIT OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:
- 10.2.1. FLEXERA SOFTWARE'S LIABILITY TO LICENSEE FOR DAMAGES AND EXPENSES ARISING PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND ANY CLAIMS OF INFRINGEMENT ARISING HEREUNDER SHALL NOT EXCEED THREE MILLION DOLLARS (\$3,000,000)
- 10.2.2. EXCEPT AS SET FORTH IN SECTION 10.2.1 ABOVE, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE (OR WITH RESPECT TO FEES DUE, PAYABLE) TO FLEXERA SOFTWARE DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING A CLAIM.
- 10.3. The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed in its essential purpose.

11. Indemnification.

- 11.1. General Indemnity. Subject to Section 11.3 below, Flexera Software shall defend and indemnify Licensee and its employees, officers, board members, agents, representatives, and officials from and against any expense, cost, damage, loss, fine, penalty, judgment or liability, including reasonable attorneys' fees, suffered or incurred by Licensee which arises from or is in connection with any claim alleging personal injury or tangible property damage to any person to the extent resulting from the negligent acts, negligent omissions or willful misconduct of Flexera Software.
- 11.2. Infringement Indemnity. Subject to Section 11.3 below, Flexera Software shall defend and indemnify Licensee from and against any claim asserted against Licensee and its employees, officers, board members, agents, representatives, and officials by a third party based upon an allegation that the Software infringes a patent, copyright, or trademark. If the Software is, or in Flexera Software's opinion use of the Software is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Flexera Software may, in its sole discretion: (a) substitute for the Software substantially functionally similar programs; (b) procure for Licensee the right to continue using the Software; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Licensee (i) for perpetual licenses, the license fee(s) paid by Licensee as of the date of termination, reduced to reflect a five year straight-line depreciation from the applicable license purchase date, and (ii) for subscription licenses, any prepaid and unused fees as of the date of termination. The foregoing indemnification obligation of Flexera Software shall not apply to the extent the infringement claim arises as a result of: (1) modification of the Software (except for setting configuration options provided in the Software) by Licensee, a third party, or Flexera Software at Licensee's request; (2) the combination of the Software with other non-Flexera Software products or processes not specifically required in the Documentation; (3) Licensee's unauthorized use of the Software or use of the Software in violation of this Agreement; or (4)

Licensee's failure to implement an Update to the Software which would avoid the infringement after Flexera Software provides notice that implementing such Update would avoid the infringement. THIS SECTION 11.2 SETS FORTH FLEXERA SOFTWARE'S AND ITS SUPPLIERS' SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING A BREACH OF ANY REPRESENTATION OR WARRANTY RELATED THERETO.

- 11.3. Indemnity Procedure. The foregoing indemnity obligations are conditioned upon Licensee providing to Flexera Software (i) prompt written notice of any claim (but in any event notice in sufficient time for Flexera Software to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable and subject to the limitations set forth below) of such claim; and (iii) all reasonable necessary cooperation. Flexera shall not agree to any settlement that admits fault or attributes liability or otherwise imposes any affirmative obligation of Licensee without first obtaining Licensee's prior written consent. Notwithstanding the foregoing, Licensee is entitled to retain control of the defense, at its own expense, if it deems necessary. An attorney designated by Flexera Software (or its insurers) to represent Licensee may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

12. Confidential Information.

- 12.1. 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. The Recipient will require its employees and agents not to disclose Confidential Information to unauthorized third parties without the Discloser's prior written consent. Except as expressly authorized herein, for a period of three (3) years following the disclosure date of Confidential Information to the Recipient, the Recipient will hold in confidence and not make any unauthorized use or disclosure of any Confidential Information. No time limit shall 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 Software (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed "Trade Secrets" of Flexera Software without any marking or further designation.
- 12.2. Exclusions. The Recipient's nondisclosure obligation shall 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).
- 12.3. 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 shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

13. General.

- 13.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the advance written consent of the other party, except that either party may assign this Agreement in connection with a consolidation or transfer of statutory duties, merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. No assignment shall be effective until the assigning party provides written notice of such assignment, including the assignee's written agreement to the terms of this Agreement. Licensee acknowledges that additional license capacity and/or Support and Maintenance fees may be required as a result of such assignment, and Licensee must pay any outstanding amounts invoiced by Flexera Software prior to an assignment being effective. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.1 will be null and void.
- 13.2. 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.

- 13.3. Publicity. Either party may include the other party's name only in a list of customers and/or suppliers without the other party's written consent. Any other use of the other party's name or logo is prohibited without such other party's written consent.
- 13.4. Governing Law. This Agreement shall be governed by the laws of the State of Michigan 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.
- 13.5. Certification and Audit Rights.
- 13.5.1. Certification. Within thirty (30) days of Flexera Software's request and no more than once per year, Licensee shall provide a written certification of its compliance with the applicable License Level (including usage by Affiliates and Contractors) for the immediately preceding twelve (12) month period.
- 13.5.2. Audit by Flexera Software. If Licensee fails to certify, or if Flexera Software has a good faith belief that Licensee's certification is inaccurate, Flexera Software may audit Licensee for the purpose of verifying Licensee's usage of the Software in accordance with the License Level.
- 13.5.3. Audit by Licensee. Licensee may audit Flexera Software for the sole purpose of verifying Services fees paid by Licensee under any Order Schedule.
- 13.5.4. Audit Procedures. Audits shall (i) only be performed during the term of this Agreement, (ii) require prior notice of at least thirty (30) days, (iii) be conducted during regular business hours, (iv) not unreasonably interfere with the audited party's business activities, (v) be conducted no more than once per year, (vi) only cover the immediately preceding two (2) years; and (vii) be subject to any and all security policies and procedures of the audited party. If an undisputed audit reveals an underpayment or overpayment by Licensee, such amount shall be paid or refunded within thirty (30) days of the final, undisputed audit finding. Payment to correct any underpayment or overpayment related to an audit finding shall be the sole and exclusive remedy of the party receiving payment.
- 13.6. 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 Software, a mandatory copy shall always be sent to: Flexera Software LLC, 300 Park Boulevard Suite 500, Itasca, IL 60143, Attention Legal Department; and for Licensee, a mandatory copy shall always be sent to: representatives of DTMB procurement) 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 13.6.
- 13.7. 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. The only authorized party to sign on behalf of Licensee is a representative of DTMB procurement DTMB Procurement. No shrink-wrap, click-wrap, click-through, click-accept, online terms or website terms shall modify any of the terms and conditions of 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.
- 13.8. 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.
- 13.9. Order of Precedence. In the event of a conflict between the terms of this Agreement, an Order Schedule, and/or any attachment or exhibit, the order of precedence shall be as follows: (i) Agreement (ii) Order Schedule, and (iii) attachments.

- 13.10. Independent Contractors. The parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Licensee acknowledges and agrees that the Software and Services may provide results and conclusions based on facts, assumptions, data, material, and other information that Flexera Software has not independently investigated or verified. Inaccuracy or incompleteness of such facts, assumptions, data, material, and other information could have a material effect on conclusions reached by the Software or Services; all actions taken or not taken by Licensee based on the output of the Software or Services shall be the responsibility of Licensee. 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.
- 13.11. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party and could not be avoided through the exercise of reasonable care and diligence, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or of telecommunications or data networks or services (a "**Force Majeure Event**"). In the event that a Force Majeure Event occurs and continues for a period of thirty (30) days, Licensee may terminate this Agreement by providing written notice to Flexera Software. In the event Flexera Software's performance hereunder is the subject of a Force Majeure Event, the fees to be paid by Licensee shall be equitably adjusted to reflect the period of non-performance.
- 13.12. Export Compliance. Licensee acknowledges that the Software is 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 Software 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.
- 13.13. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, each party agrees that it will not solicit, on behalf of itself or any other organization, any employee of the other party unless it has first obtained the other party's written consent. Notwithstanding the foregoing, a party shall not be in breach of this provision if an employee of the other party responds to a general advertisement for employment.
- 13.14. Insurance. Flexera Software is responsible for maintaining insurance to protect itself from the following: (a) claims and/or workers compensation or state disability acts; (b) claims for damages because of bodily injury, sickness, or death of any of its employees or any other person which arise out of any negligent act or omission of Flexera Software, its employees or agents, if any; (c) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, which arise from any negligent act or omission of Flexera Software, its employees or agents, if any; and (d) claims for damages because of Flexera Software's professional liability. Flexera Software shall maintain insurance with the following limits for the duration of this Agreement:
- (a) Workers Compensation Insurance in compliance with applicable Federal and State laws and Employer's Liability coverage with a minimum \$1,000,000 limit of liability,
 - (b) Commercial General Liability Insurance with \$1,000,000 bodily injury and property damage combined single limit of coverage, and
 - (c) Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence.
 - (d) Professional Liability insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by Flexera Software, or any subcontractor, agent or person employed by Flexera Software, with a limit of not less than \$1,000,000 per claim.
- Upon Licensee's request, Flexera Software shall provide Licensee with a certificate of insurance completed by its insurance carrier certifying that minimum insurance coverage as required above are in effect.
- 13.15. Anti-Bribery. Each party represents and warrants that 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.

- 13.16. Equal Opportunity. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Flexera Software and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Agreement. .
- 13.17. 30.5 Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or Permitted Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 13.18. 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.
- 13.19. 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.

**ATTACHMENT A
ORDER SCHEDULE**

This Order Schedule is for the purchase of the Software licenses and/or Services set forth below. The use of all Software and/or Services provided for herein shall be subject to the Master Software License and Services Agreement between the Michigan Department of Technology, Management and Budget (“**Licensee**”) and Flexera Software dated _____, 2017 (the “**Agreement**”). The effective date of this Order Schedule shall be as of the date last executed (the “**Effective Date**”). Software and Services shall be deemed accepted upon delivery. All capitalized terms not otherwise defined in this Order Schedule shall have the meanings ascribed to them in the Agreement.

PRODUCT	DELIVERY MODEL	TERM	CURRENT LICENSE LEVEL	ADDITIONAL QUANTITY REQUIRED	NEW LICENSE LEVEL	FEE
FlexNet Manager Platform	On-Premises	Perpetual	None (0)	65,250 Devices	65,250 Devices	\$600,039
FlexNet Manager PURLs, including: FlexNet Manager for IBM FlexNet Manager for Microsoft FlexNet Manager for Oracle FlexNet Manager for VMware	On-Premises	Perpetual	None (0)	4,250 Devices	4,250 Devices	\$317,488
Silver Maintenance on the FlexNet Manager Platform	n/a	53 months from the Effective Date	n/a	n/a	n/a	\$120,008 per year
Silver Maintenance on the FlexNet Manager PURLs, including: FlexNet Manager for IBM FlexNet Manager for Microsoft FlexNet Manager for Oracle FlexNet Manager for VMware	n/a	53 months from the Effective Date	n/a	n/a	n/a	\$63,496 per year
Total Software and Support and Maintenance Fees						\$1,651,543

PAYMENT SCHEDULE

Licensee shall pay the fees due under this Order Schedule according to the following schedule:

Date	Fee to be paid
Effective Date	\$917,527
150 days after the Effective Date (the “Maintenance Date”)	\$183,504

First Anniversary of the Maintenance Date	\$183,504	
Second Anniversary of the Maintenance Date	\$183,504	
Third Anniversary of the Maintenance Date	\$183,504	

FUTURE PRICING

Licensee may renew the Silver Maintenance granted hereunder for the first two (2) additional one-year terms for \$183,504 per year.

Licensee may renew the Silver Maintenance granted hereunder for the subsequent four (4) additional one-year terms for \$192,679 per year.

For a period of ten (10) years from the Effective Date of this Order Schedule, Licensee may purchase additional licenses of the Software listed above, in minimum increments of 500 Devices, for a license fee as follows:

PRODUCT	Qty 0 – 70,000 Devices	Qty 70,001 – 90,000 Devices	Qty 90,001 – 150,000 Devices
FlexNet Manager Platform	\$9.20 per Device	\$9 per Device,	\$8.50 per Device
FlexNet Manager PURLs, including: FlexNet Manager for IBM FlexNet Manager for Microsoft FlexNet Manager for Oracle FlexNet Manager for VMware	\$74.70 per Device	\$70 per Device	\$65 per Device
Silver Maintenance on the FlexNet Manager Platform	\$1.84 per Device, per year	\$1.80 per Device, per year	\$1.70 per Device, per year
Silver Maintenance on the FlexNet Manager PURLs, including: FlexNet Manager for IBM FlexNet Manager for Microsoft FlexNet Manager for Oracle FlexNet Manager for VMware	\$14.94 per Device, per year	\$14 per Device, per year	\$13 per Device, per year

PRODUCT SPECIFIC TERMS AND CONDITIONS

The terms and conditions contained below shall apply to the following Software licensed hereunder and under subsequent Order Schedules listing these same products.

FLEXNET MANAGER SUITE

“Device” means any physical or virtual device for which any function is performed by the Software (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). For the purpose of 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. For the sake of clarity, Flexera Software acknowledges that Licensee’s initial deployment is intended to only involve servers, desktops, and virtual versions thereof. If the initial Device count includes Devices beyond that, the parties will work in good faith to resolve the issue.

IBM Cognos. Licensee has the rights to use certain IBM Cognos programs embedded within the Software solely in conjunction with the Software. Roles that may be included are: Analytics Administrator, Analytics Explorer,

Analytics User, Business Intelligence Advanced Business Author, Business Intelligence Professional Author, Business Intelligence Web Administrator, and Business Intelligence Enhanced Consumer. In addition to Licensee's obligations hereunder, Licensee shall also comply with the terms and conditions attached as Attachment C.

Internal Purposes. The license granted hereunder is for the purpose of managing Devices located within Licensee's (including Affiliates) own systems. Management of Devices of any third party shall require a separate license.

Support and Maintenance. Support and Maintenance will be provided in accordance with the terms and conditions set forth in Attachment B.

ATTACHMENT B

Under the Silver Support and Maintenance Program, Flexera Software will provide Licensee with the following services (Support and Maintenance) for a period of 12-months from the date of the order.

Telephone Support	Flexera Software will provide technical support via telephone Monday through Friday, during the office hours from the support center closest to Licensee (except on those days designated as Flexera Software's holidays). Flexera Software currently provides support from San Jose, California, Schaumburg, Illinois and Cheshire, United Kingdom.
Web-based Support	Flexera Software will provide Licensee's registered support contacts with access to its web-based customer interface for its CRM system, which enables Licensee to create, track and update support incidents and access Flexera Software's knowledge base.
Support Contacts	Flexera Software will provide support to Licensee employee(s) who are registered as support contacts in Flexera Software's system. Each product allows for the number of contacts outlined below. Additional support contacts are available at an additional cost. Please contact your Flexera Software sales representative for more details.

Product	Contacts Allowed
FlexNet Publisher, FlexNet Operations and FlexNet Embedded	One primary and one backup
Install Shield Express, Premier and Professional Install Anywhere - Enterprise and	One

Incident Number	Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera Software's Technical Support will create an incident and provide the incident number to Licensee within eight
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Response Times	Flexera Software will provide a response to Licensee's request for Technical Support assistance within sixteen (16) Business hours (the "Initial Response"). As used herein, Initial Response will mean Flexera Software's confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera Software, and (b) a description of the assistance reasonably required by Flexera Software
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Obligations	In order for Flexera Software to resolve a software issue, Licensee must provide Flexera Software's technical personnel with enough information regarding the issue in order to allow Technical Support to replicate the incident at Flexera Software's site. For some products, Licensee may be required to provide Flexera Software with sample code that demonstrates the reported behavior. Flexera Software will provide a solution to the software issue or a temporary work around for the software issue as possible and appropriate. For the FlexNet Publisher, Install Shield, and Install Anywhere products, Licensee is responsible for providing technical support to its end-users. ~~Note: Flexera Software will not accept any Licensee source code unless specifically~~
Escalation	~~Should Licensee determine in good faith that the resolution or other service provided by Flexera Software~~ is not reasonably satisfactory to Licensee, Licensee may escalate any concerns or issues directly to Flexera Software's Support Manager for the region.
End of Life	Support and Maintenance is available in accordance with Flexera Software's Life Cycle and End of Life Policy, which may be found at http://www.flexerasoftware.com/support/eol/end-of-life-
Optional Services	Licensee may, for an additional fee, elect to add the following service: Flexera Software Global Consulting Services provide the expertise you need for all critical requirements in entitlement, licensing, and compliance. This team consists of various subject-matter experts from disciplines such as Project Management, Entitlement Management, Business Processes, Software Compliance, and License Models. Flexera Software's consulting team follows ~~a proven implementation methodology developed with over 20 years of experience~~
Product Updates	Flexera Software will provide all product updates (maintenance releases, additions, and modifications, and new versions of the software). Product updates will not include additions or modifications that Flexera Software considers to be a separate product or for which Licensor ~~charges its customers extra or separately~~
Renewal	Unless otherwise set forth in an applicable order document executed by Licensee and Flexera Software, Support and Maintenance may be renewed for perpetual licenses for the first renewal period (the duration of which may be no shorter than one year and no longer than the length of the initial maintenance period) for the same annual rate paid during the first Support and Maintenance Period.

ATTACHMENT C

IBM Cognos Additional Terms and Conditions

These additional terms and conditions supplement the End User License Agreement (“**EULA**”) or separately executed software licensing agreement (“**SLA**”) that governs your use of the Software (as defined in the EULA or SLA, as applicable). Any capitalized terms not defined herein shall have the meanings ascribed to them in the EULA or SLA, as applicable.

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- IBM Cognos Administration
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- IBM Cognos Software Development Kit
- IBM SPSS Modeler Client for BI

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