

FME® SOFTWARE LICENSE AGREEMENT

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1. Definitions. The following words shall have the following meanings:

- (a) "**Concurrencies**" mean the maximum number of machines, virtual or otherwise, that may use the Software at the same time.
- (b) "**Engines**" mean the proprietary processing cores linked to a license of the Software.
- (c) "**Environment**" means the combination of Software with hardware, third-party applications, and other computing elements for one of the following purposes: disaster recovery (which may include failover), development, staging (which may include testing, pre-production, quality assurance, or other non-production use), and production.
- (d) "**Software**" means the actual copy of all or any portion of Safe Software's proprietary FME software products, including FME Form, FME Flow, FME Engines, and related software development kits ("**SDK**"), in any format and includes backups, patches, service packs, updates, extensions, or permitted merged copies.
- (e) "**Related Materials**" means all of the user, reference, operating, training, or related information supplied by Safe Software in printed or electronic form including new, revised, and corrected documents.

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- (a) Pursuant to the terms and conditions of this Agreement and any ordering document, Safe Software hereby grants to you a limited, non-exclusive, non-transferable license to install and use the Software and Related Materials as follows:
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 - (ii) If you acquire a floating license authorizing a specified number of Concurrencies, you may install the Software on multiple machines, provided that the number of users using the Software at any one time is not greater than the authorized number of Concurrencies.
 - (iii) If you acquire a server license, you may install the Software without restriction to the number of users. A server license may be associated with standard Engines, CPU-usage Engines, or both. You may use no more than the authorized number of standard Engines associated with your server license. You may use an unlimited number of CPU-usage Engines for the duration of the CPU processing hours associated with your server license.
- (b) You may use a Software license in a single Environment only. For example, you must acquire three separate licenses to set up a development Environment, a staging Environment, and a production Environment. Licenses for different Environments cannot be combined onto a single license file.
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- (d) FME Flow Software may be used as part of a cloud-based application or web service offered to the public, provided that:
 - (i) there must be added functionality or value to your cloud-based application or web service and FME Flow functionality cannot be offered to third parties in a standalone configuration;
 - (ii) third parties must not be able to access administrator functions in FME Flow; and
 - (iii) third parties must not be able to upload or use their own FME workspaces with your cloud-based application or web service.
- (e) When used as part of a cloud-based application or web service, FME Flow may be used to process your own data or third-party data for the benefit of third parties.

3. Uses Not Permitted

- (a) You are not permitted to:
 - (i) act as a service bureau or application service provider that allows third parties direct access to the Software;
 - (ii) sell, rent, host, lease, sub-license, lend, timeshare, transfer, or otherwise provide unlicensed third parties direct access to the Software;
 - (iii) reverse engineer, decompile, disassemble, alter, modify, or create any derivative works of the Software and Related Materials except to the extent permitted in this Agreement or by law; or
 - (iv) use the Software for any unlawful, illegal or illicit purposes.
- (b) Except as expressly provided in this Agreement, you may not use the Software to provide paid consulting services to third parties where the primary purpose of such consulting services is to provide data management, translation, or transformation unless the third party has a Software license.
- (c) Other than as part of a cloud-based application or web service that uses FME Flow, you may not use the Software to process third-party data solely for the use and benefit of third parties. You may not use FME Form to provide any stand-alone data translation system or service for third parties. If you want to purchase rights beyond those granted by this Agreement, you may do so by contacting Safe Software at sales@safe.com.

4. Third-Party Components. The Software may include software components licensed by third parties ("**3rd Party Components**"). Copyright notices and licenses for 3rd Party Components are available in the Legal Notices file located in the "About" box of the Software or may be requested by contacting legal@safe.com. All 3rd Party Components' license terms work in conjunction with this Agreement and together are complete statements of your rights and restrictions with respect to the Software. Where there is a conflict between a 3rd Party Components' license terms and this Agreement, the 3rd Party Components' license terms will prevail.

5. Sample Data & Authorization Credentials. You may use the sample data provided with the Software to test, evaluate, and demonstrate features of the Software, and for no other purpose. As well, the Software may contain pre-installed authorization credentials (the "**Credentials**") to permit connectivity with various web services. You may only use these Credentials in connection with the Software. Safe Software disclaims all liability for use of the Credentials and you acknowledge that Credentials are provided by third-party licensors, are not within the control of Safe Software, and may be disabled at any time without notice. If you use the Software for production purposes, then you should obtain your own account and authorization credentials for the web services you plan to use. Instructions for obtaining your own authorization credentials will be included in the Related Materials.

6. Statistics Collection. You have the option to permit the Software to collect anonymous usage statistics upon Software activation. The information collection process is anonymous and Safe Software does not collect personally identifiable information. Your results will be automatically combined with results from other users, and the resulting statistics will be used to identify trends and usage patterns which will help focus development efforts for future versions of the Software and allow us to provide configuration and usage recommendations on our website and in-product. You may disable usage statistics tracking at any time by going to the Tools tab -> FME Options -> Workbench tab.

7. License Exchange

- (a) All upgrades and replacement licenses are provided to you on a license exchange basis. You agree to uninstall the old Software license upon installation of a new Software license when you:
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 - (ii) move the Software to a new machine; or
 - (iii) upgrade to a new version or to an edition with additional functionality.
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- (a) If you use the Software in conjunction with applications developed by you or third parties, you agree that Safe Software is not responsible for those applications and is not liable for any loss or damage resulting from the use of the Software in conjunction with such applications.
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 - (iii) grant, or purport to grant, any immunities under this Agreement.

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11. Assignment. You shall not assign any of your rights under this Agreement without the prior written consent of Safe Software, which will not be unreasonably withheld. Any purported assignment without such consent shall be null and void.

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- (a) This Agreement is valid for the length of the term of the Software license acquired, unless terminated earlier as set out in Section 13.
- (b) Software is licensed in perpetuity unless specified elsewhere in this Agreement, in a separate written agreement signed by both parties, or as otherwise described in the ordering documents for the Software.

- (c) Any Software acquired under a subscription plan will expire at the end of the subscription term.
- (d) CPU-usage plans for Engines will expire when you have used all CPU processing hours permitted in the ordering documents or, if CPU processing hours have been unused for more than one year, then Safe Software may expire any remaining hours after providing thirty (30) days' prior notice to you. You understand that under a CPU-usage plan, the Software will track the number of CPU processing hours used and the Engines will be disabled when all ordered CPU processing hours have been consumed.
- (e) Any related support and maintenance services for perpetual licenses may be ordered in annual increments and may require additional payments.

13. Termination

- (a) This Agreement and the corresponding right to use the Software may be terminated:
 - (i) automatically if the Software license was granted to you for evaluation purposes, and on the earlier of the expiration of thirty (30) days from the original installation of the Software or when the Software ceases to function as a result of timing out, unless you have subsequently purchased a license from Safe Software, in which case the terms of this Agreement shall be deemed to have continued in full force and effect.
 - (ii) immediately if either party breaches this Agreement and fails to cure the breach within thirty (30) days after delivery of written notice.
- (b) Safe Software will not issue any refunds for early termination unless they are due to Safe's breach as set out in (a)(ii).
- (c) On termination or expiration, you shall uninstall the Software, Related Materials, and any whole or partial copies, modifications, and merged portions in any form.
- (d) The parties agree that all provisions that operate to protect the rights of Safe Software shall remain in force should termination occur.

14. Limited Warranty. Safe Software warrants that it has the power to grant the license rights described in this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAFE SOFTWARE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, USE OF REASONABLE SKILL AND CARE, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE SOFTWARE IS PROVIDED "AS IS" AND WITH ALL DEFECTS AND ERRORS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAFE SOFTWARE ASSUMES NO LIABILITY FOR DAMAGE TO ANY SYSTEM ON WHICH THIS SOFTWARE IS INSTALLED, FOR CORRUPTION OF ANY DATA TRANSLATED BY THE SOFTWARE, OR FOR LOSSES ARISING IN THE EVENT THIRD PARTIES ARE ABLE, FOR ANY REASON, TO USE OR ACCESS THE SOFTWARE OR YOUR DATA OR SERVICES WITHOUT CHARGE.

15. Infringement Indemnity. This section states Safe Software's entire obligation for infringement.

- (a) Safe Software will defend and indemnify you from any action brought against you, to the extent that it is based on a claim that the Software or Related Materials infringe a copyright, patent, trademark, or other intellectual property right of any third party, provided that:
 - (i) Safe Software is promptly notified in writing of the claim;
 - (ii) you provide Safe Software with reasonable assistance, information, and authority necessary to negotiate and settle the claim;
 - (iii) such claim does not arise from the use of a superseded or modified release of the Software if such infringement would have been avoided by the use of the current or unmodified release of the Software; and
 - (iv) such a claim does not arise from the use, operation, or combination of the Software with programs, data, equipment, or materials not provided by Safe Software if such infringement would have been avoided by use of the Software without such programs, data, equipment, or materials.
- (b) Should the Software become, or in Safe Software's opinion be likely to become, the subject of any such claim of infringement, then you will permit Safe Software, at Safe Software's option and expense, either to:

- (i) procure for you the right to continue using the Software; or
 - (ii) replace or modify all or a portion of the Software so that it is non-infringing.
- (c) If neither of these remedies set out in Section 15(b) are available or practical, Safe Software may terminate this Agreement and return to you the initial Software purchase price, reduced on a pro-rated basis by 20% for each year since delivery, as well as a pro-rated refund of any pre-paid maintenance fees.

16. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT, REVENUE, DATA, OR BUSINESS OPPORTUNITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND RELATED MATERIALS, WHETHER OR NOT SUCH LOSS OR DAMAGE IS REASONABLY FORESEEABLE. IN NO EVENT WILL SAFE SOFTWARE BE LIABLE FOR ANY AMOUNT, IN DAMAGES OR OTHERWISE, IN EXCESS OF THE AMOUNT INITIALLY PAID BY YOU FOR THE SOFTWARE. The parties agree that Safe Software has set its fees and entered into this Agreement in reliance on the disclaimers and limitations set forth herein and that they reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties.

17. No Implied Waivers. Any failure or delay by Safe Software in enforcing any right or remedy under this Agreement shall not be a waiver of any term or condition of this Agreement nor any subsequent breach thereof.

18. Order of Precedence. The terms of this Agreement supersede the terms in any purchase order or other document you give to Safe Software. This Agreement may only be modified by a written amendment signed by both parties.

19. Language. French and other language translations of this Agreement are available at <https://www.safe.com/legal/fme-sla-translations/>. If there is a conflict between a non-English version and the English version, then the English-language version will prevail.

20. Applicable Law. The laws of the province of British Columbia, Canada, govern this Agreement. Any and all disputes shall be resolved in a court of competent jurisdiction in British Columbia, Canada.

21. Validity. If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, such provision will be interpreted so as to best accomplish its objectives and the remainder of this Agreement will remain valid.

22. No Partnership. Neither this Agreement, nor any terms and conditions contained in it, shall be construed as creating or constituting a partnership, joint venture, agency, or other similar relationship between the parties.

23. No Other Rights Granted. Except as expressly provided, no other right or license is granted under this Agreement.

APPENDIX I - ADDITIONAL TERMS:

The following additional terms may apply to certain license scenarios. In the event of a conflict between these additional terms and any previous terms in this Agreement, these additional terms will apply.

- A. IF YOU ELECT “YES” TO INSTALL THE SDK DURING SETUP, this paragraph also applies to your use of the Software and Related Materials. You may use the SDK solely for the purpose of designing, developing, and testing applications that interface with the Software, and for no other purpose. You agree that you are solely responsible for any applications created using the SDK.
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