

FME® Software License Agreement

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- b. “**Engines**” means 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), staging (which may include testing, pre-production, quality assurance, or other non-production use), and production.
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- 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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- d. You may make additional copies of the Software and Related Materials only as reasonably required for internal backup protection.
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 - 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.
- f. 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.

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- 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.

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5. ***Sample Data, Authorization Credentials, & Encryption Keys.***

(a) You may use the sample data provided with the Software to test, evaluate, and demonstrate features of the Software, and for no other purpose.

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- iii. grant, or purport to grant, any immunities under this Agreement.

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- b. Any Software acquired on an individual license basis for a production Environment will be licensed in perpetuity unless specified elsewhere in this Agreement, in a separate written agreement signed by both parties, or as otherwise specified in the ordering documents for such Software.
- c. 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.
- d. Any related support and maintenance services for perpetual licenses may be ordered in annual increments and may require additional payments.

14. **Termination.**

- a. This Agreement is valid for the term of the Software acquired unless terminated earlier as set out below.
- b. This Agreement and the corresponding right to use the Software may be terminated immediately if either party breaches this Agreement and fails to cure the breach within 30 days after delivery of written notice of such breach.
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- d. On termination or expiration, you shall uninstall the Software, Related Materials, and any whole or partial copies, modifications, and merged portions in any form.
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b. Should the Software become, or in Safe Software's opinion be likely to become, the subject of any claim of infringement, then you will permit Safe Software, at Safe Software's option and expense, either to:

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19. **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.

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

21. **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 English and non-English versions, the English-language version will prevail.

22. **Applicable Law.** The laws of British Columbia, Canada, govern this Agreement. Any disputes shall be resolved by arbitration or in a court of competent jurisdiction in British Columbia, Canada.

23. **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 best to accomplish its objectives and the remainder of this Agreement will remain valid.
24. **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 specific 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 AN SDK DURING SETUP, this paragraph also applies to your use of the Software and Related Materials. You may use the SDK solely to design, develop, and test 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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