SOFTWARE LICENSE AGREEMENT
On Premises Applications

1.   Introduction. This Software License agreement is entered into by and between Cre8tive Technology & Design("Cre8tive") and Client, ("Client", "You" or "Your"), and is effective on the date set forth in the Statement of Work ("SoW") or Work Authorization ("WA"). By manually or electronically executing an Initial Order referencing this Software License Agreement, Customer agrees to these terms.

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1.2.   **Software.** The Software includes software programs, binary code and documentation. The Software is protected by copyright and other intellectual property laws. Cre8tive owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.

1.3.   **GTC.** This Software License Agreement incorporates by reference the terms of Cre8tive's General Terms and Conditions ("GTC") that apply to Software Licenses.

1.4.   **Capitalized Terms.** Any capitalized terms in this Software License Agreement shall have the meaning given in the GTC unless otherwise provided herein.

1.5.   **Conflicts in Language.** Any conflicts between this Software License Agreement and the SoW or WA shall be controlled by the SoW or WA. Any conflicts between the Software License Agreement and the GTC shall be controlled by the Software License Agreement. Any conflicts between the GTC and the SoW or WA shall be controlled by the SoW or WA.

2.   Software license additional definitions

2.1.   **"Access"** means use of Cre8tive Software remotely by an Authorized End User.

2.2.   "**Authorized End Users**" means Client, Affiliate and their employees and independent contractors (but excluding any outsourcer, facilities management providers, managed service provider, or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Client and not a third party.

2.3.   "**Assurance**" means the provision of telephone and online support, fixes, patches and new Releases made available while on active Assurance or new Versions if applicable to the generally available Cre8tive Software licensed by Client.

2.4.   **"Authorized Use Limitation"** means the quantity of the Cre8tive Software licensed in accordance with the License Metric specified on the SoW or WA.

2.5.   "**Cre8tive Software**" means the on premises computer software programs, made generally available and licensed to a Client under this Addendum pursuant to the applicable SoW or WA including all Versions, Releases, provided as part of Assurance if applicable.

2.6.   "**Distributed**" means the Cre8tive Software designated as distributed that is generally used for independent usage across individual's systems or hardware based on the Licensed Metric in a decentralized form of computing.

2.7.   "**End User**" means an unaffiliated, third party customer of Client that receives Managed Services for such third party's internal business purposes from Client.

2.8. "**License Metric**" means the specific criteria for measuring the usage of the Cre8tive Software (such as Agents, Named Users, or Servers).

2.9. "**Managed Services**" means the services provided by a Client to End Users using the Cre8tive Software and Client's intellectual capital, and/or additional services supplied by Client.

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2.12. "**Release**" means a general available release of a Cre8tive software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Unless otherwise specified by Cre8tive for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

2.13. "**Subscription**" means a license to use Cre8tive Software on premises for a specific period of time which shall include the Customer Care Program unless otherwise stated in a SoW or WA.

2.14. "**Territory**" is the location indicated on the SoW or WA where Client is authorized to install the Cre8tive Software.

2.15. "**Version**" means a release of a Cre8tive Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Unless otherwise specified by Cre8tive for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3.   Grant of License.

3.1.   **License.** Subject to the terms and conditions herein, the GTC and any limitations set forth in a SOW or WA, Cre8tive grants Customer, and Customer accepts from Cre8tive a non-exclusive, revocable, limited, personal, non-transferable license for the Term to:

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4.   License Fees. The Software is licensed for a License Fee listed on a SoW or WA, except as otherwise set forth therein.

4.1.   License Fees are based on the number of users as specified on the SoW or WA.

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6.   License Type Descriptions. The Software is licensed to Customer subject to the associated license type(s) designated on a SoW or WA and/or the related Documentation.

7.   Software Warranties and Disclaimers

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