



## End User License Agreement

READ THIS END USER LICENSE AGREEMENT (“EULA”) BEFORE INSTALLING, ACCESSING AND/OR USING THE PRODUCT TO WHICH THIS EULA APPLIES. BY ACCEPTING THIS EULA, COMPLETING THE REGISTRATION PROCESS, AND/OR INSTALLING, ACCESSING AND/OR USING THE PRODUCT, YOU AGREE ON BEHALF OF YOURSELF AND YOUR COMPANY (IF APPLICABLE) TO THE TERMS BELOW. IF YOU DO NOT AGREE WITH THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO BIND YOUR COMPANY, DO NOT INSTALL, REGISTER FOR, ACCESS AND/OR USE THE PRODUCT, AND, IF A HARDWARE PRODUCT, RETURN THE PRODUCT OR IF A SOFTWARE PRODUCT, DESTROY OR RETURN ALL COPIES OF THE PRODUCT. ONCE YOU HAVE DONE THIS, YOU MAY REQUEST FROM THE POINT OF PURCHASE A FULL REFUND OF THE LICENSE FEES, IF ANY, PAID FOR THE PRODUCT (OR, IF THE PRODUCT IS PROVIDED TO YOU AS A HOSTED SERVICE, A REFUND OF THE PREPAID SERVICE FEES FOR THE REMAINDER OF THE SUBSCRIPTION PERIOD OF THE PRODUCT). SUCH REQUEST MUST BE COMPLETED WITHIN THIRTY (30) DAYS OF DELIVERY, ACCESS AND/OR USE OF THE PRODUCT TO OR BY YOU. UNLESS OTHERWISE SPECIFIED IN THIS EULA, PROGRESS SOFTWARE CORPORATION IS THE LICENSOR OF THE PRODUCT. THE LICENSOR MAY BE REFERRED TO HEREIN AS “Licensor”, “we”, “us”, or “our”. IF YOU ARE AGREEING TO THIS EULA ON BEHALF OF YOURSELF IN YOUR INDIVIDUAL CAPACITY, THEN YOU ARE THE LICENSEE AND YOU MAY BE REFERRED TO HEREIN AS “Licensee”, “you”, or “your”. IF YOU ARE AGREEING TO THIS EULA ON BEHALF OF YOUR COMPANY, THEN YOUR COMPANY IS THE LICENSEE AND ANY REFERENCES TO “Licensee”, “you”, or “your” WILL MEAN YOUR COMPANY.

This EULA includes the following sections:

1. [GENERAL TERMS AND CONDITIONS](#) – *these terms apply to all Products;*
- 2.A. [TERMS FOR ON-PREMISE PRODUCTS](#) – THIS SECTION IS NOT APPLICABLE;
- 2.B. [TERMS FOR HOSTED SERVICES](#) – *these terms apply to Products that we host;*
3. [PRODUCT FAMILY SPECIFIC TERMS](#) – *these terms apply to all Products that are part of the family of Products referenced in this section; and*
4. [PRODUCT SPECIFIC TERMS](#) – *these terms apply to specific Products referenced in this section.*

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## 1. GENERAL TERMS AND CONDITIONS

### 1.1. Definitions.

1.1.1. “Affiliate” means with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.

1.1.2. “Agentic AI Services” means goal-oriented artificial intelligence systems or workflows that perform actions or tasks on your behalf and on behalf of your Authorized Users in a supervised or autonomous manner that might be created, orchestrated, or initiated within a GenAI Functionality. When enabled, Agentic AI Services may (a) call external tools, APIs, or systems, (b) retrieve or write data, or (c) initiate tasks or transactions on your behalf (e.g., “connectors,” “actions,” “tools,” “extensions,” or similar).

1.1.3. “Applicable Laws” means national, federal, state, and local laws, rules, and regulations including, without limitation, those laws and regulations relating to data privacy and security in each applicable jurisdiction.

1.1.4. “Authorized Reseller” means a third party who is not our Affiliate and who is authorized by us or our Affiliate to resell the Product.

- 1.1.5. **“Authorized User”** means you, your employee or a Permitted Third Party.
- 1.1.6. **“Confidential Information”** means any and all data, information or materials, in any form and however conveyed, disclosed by either party, including without limitation that which relates to the discloser’s, or discloser’s Affiliates’, patents, patent applications, research, technology in use, technological developments, inventions, processes, designs, engineering, formulae, algorithms, computer software (including source and object code), hardware configurations, reports, products, product plans, business plans, services, prices and other commercial terms, customers, marketing strategies and plans, and finances, which data, information and/or materials the discloser designates in writing to the recipient to be confidential or proprietary or which would, due to the nature thereof or the circumstances that surround its disclosure, appear to a reasonable person to be confidential or proprietary, together with all analyses, compilations, studies, or other documents or records to the extent that they contain, reflect, or are generated from such data, information or materials.
- 1.1.7. **“Documentation”** means any technical instructions or materials describing the operation of the Product made available to you (electronically or otherwise) by us for use with the Product, expressly excluding any marketing websites, user blogs, reviews or forums.
- 1.1.8. **“GenAI Functionality”** means generative artificial intelligence functionality including any functionality that uses generative models to produce text, images, videos, or other forms of data.
- 1.1.9. **“Hosted Services”** means computer software program(s), content and related services provided by us on a software-as-a-service basis through computers we or our Affiliates or our respective contractors (including cloud infrastructure suppliers) control.
- 1.1.10. **“Input”** means all data and content, including data files, written text, keys, computer software, music, audio files or other sounds, photographs, videos, images or other data, that are provided to us by you or on your behalf including by Authorized Users through the use of the GenAI Functionality.
- 1.1.11. **“Intellectual Property Rights”** means any and all current and future (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) registrations, applications, renewals, extensions, or reissues of any of (a) to (e) , in each case, in any jurisdiction throughout the world.
- 1.1.12. **“On-Premise Product(s)”** means computer software program(s) provided to you to download, install and use on computer(s) controlled directly or indirectly by you.
- 1.1.13. **“Order”** means a written or electronic order document or combination of documents entered into between you and us (or our Affiliate or an Authorized Reseller) for the Product. Unless an Order says something different, each Order will be governed by the terms of this EULA and include the name of the Product being licensed and any usage limitations, applicable fees, and any other details related to the transaction.
- 1.1.14. **“Our Technology”** means any software, code, tools, libraries, scripts, application programming interfaces, templates, algorithms, data science recipes (including any source code for data science recipes and any modifications to such source code), data science workflows, user interfaces, links, proprietary methods and systems, know-how, trade secrets, techniques, designs, inventions, and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to make available the Product, including, without limitation, all Intellectual Property Rights therein and thereto.
- 1.1.15. **“Output”** means any data, text, sound, video, image, code, or other content generated by the GenAI Functionality, or the operation of the Product in conjunction with the GenAI Functionality, in response to Input.
- 1.1.16. **“Permitted Third Party”** has the meaning given in section 1.2.3 (Third Party Use).
- 1.1.17. **“Product”** means the On-Premise Product(s) or Hosted Services, as applicable, identified in an Order, and any Updates.
- 1.1.18. **“Third-Party Apps and Services”** has the meaning give in section 1.7.3.2 (Using Third-Party Apps and Services).
- 1.1.19. **“Update”** means any update, enhancement, error correction, modification or new release to the Product that we make available to you.

## 1.2. General License Terms, Restrictions and Order of Precedence.

1.2.1. **General License Terms.** The Product is licensed, not sold, to you by us under the terms of this EULA and the Order. The scope of license granted by us to you for the Product is set out in section 3 (Product Family Specific Terms) and section 4 (Product Specific Terms).

1.2.2. **Authorized Users.** Anything your Authorized Users do or fail to do will be considered your act or omission, and you accept full responsibility for any such act or omission to the extent you would be liable if it were your act or omission.

1.2.3. **Third Party Use.** You may allow your consultants, agents, contractors and outsourcing service providers (each a “Permitted Third Party”) to use the Product(s) licensed to you hereunder solely for your benefit in accordance with the terms of this EULA and you are responsible for any such Permitted Third Party’s compliance with this EULA in such use. Any breach by any Permitted Third Party of the terms of this EULA will be considered your breach. For the avoidance of doubt, you acknowledge and agree that, in accordance with section 1.2.4(i) below, your Affiliates are not considered Permitted Third Parties as defined in this section 1.2.3 unless specifically authorized elsewhere in this EULA or the Order.

1.2.4. **Restrictions.** Except as otherwise expressly permitted in this EULA, you will not (and will not allow any of your Affiliates or any third party to):

(a) copy, modify, adapt, translate, or otherwise create derivative works of the Product, Documentation, or any software, services, or other technology of third-party vendor(s) or hosting provider(s) that we or our Affiliate utilize;

(b) disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover the source code or underlying structure, ideas, or algorithms of the Product except as expressly permitted by law in effect in the jurisdiction in which you are located;

(c) rent, lease, sell, distribute, pledge, assign, sublicense or otherwise transfer or encumber rights to the Product;

(d) make the Product available on a timesharing or service bureau basis or otherwise allow any third party to use or access the Product;

(e) use the Product to provide outsourced services, facility management services, act as or operate a service bureau, or provide information, data processing, subscription or hosting services for another party;

(f) remove or modify any proprietary notices, legends, or labels on the Product or Documentation;

(g) use or access the Product in a manner that: (i) violates any Applicable Laws; (ii) violates the rights of any third party; (iii) purports to subject us or our Affiliates to any other obligations; (iv) could be fraudulent; and/or (v) is not permitted under this EULA;

(h) use the Product to design, develop, test, support or market products that are competitive with and/or provide similar functionality to the Product; or

(i) permit your Affiliates to access or use the Product unless specifically authorized elsewhere in this EULA or the Order.

1.2.5. **Non-Literal Elements.** The Product, Our Technology, and the Documentation include “non-literal” elements that reflect and embody creative choice, expression and ordering as a valuable aspect of our business offerings, such as program architecture, structure, sequence and organization, programming languages, application interfaces, operational modules, user interfaces, vocabulary, syntax and output designs. You agree that you shall not make, nor shall you engage or enable any third party to make, substantial use of these non-literal elements separately from your ongoing licensed use of the Product.

1.2.6. **Limitations on Evaluation or Trial Licenses.** If the Product is licensed to you on an evaluation or trial basis, then you may use the Product only for such purposes until the earlier of: (a) the end of the evaluation period, if any, specified in the Order, this EULA or otherwise communicated by us to you at the time of delivery; or (b) the start date of a paid for license to the Product; or (c) termination in accordance with the terms of this EULA. You may not extend the evaluation period by uninstalling and re-installing the Product(s) or by any other means other than our written consent. You must not use the Product in a production environment. You will be required to pay for a license for the Product at our then applicable license price if you continue to use the Product, whether in a production or non-production environment, after the evaluation license expires or terminates, and the terms and conditions of the EULA in effect at that time will apply to your continued use of the Product. A Product licensed to you on an evaluation or trial basis may be subject to one or more usage limits specified in section 3 (Product Family Specific Terms), section 4 (Product Specific Terms), the Order or otherwise communicated at the time of delivery (including posting of such limits at the location where you download the Product for evaluation). We may, at our sole

discretion, decide whether to offer any maintenance and support for the Product during the evaluation period, and to include any conditions or limits on such maintenance and support. You may not circumvent any technical limitations included in the Product licensed to you on an evaluation or trial basis.

1.2.7. **Technical Preview.** We may, as part of an evaluation or trial license or a purchased license, invite you to access and try certain software or hosting services, or features thereof, that are designated as alpha, beta, pilot, early access, pre-release, limited release, labs, developer preview, technical preview, or by a description of similar import (“**Technical Preview Items**”). You may accept or decline any such trial in your sole discretion. Technical Preview Items are for evaluation purposes only, and not for production use, are not considered part of the generally available Product and may be subject to additional terms. If you elect to participate in a trial of Technical Preview Items, then you are expected to provide timely and constructive feedback during the trial period for the Technical Preview Items. We will exercise commercially reasonable efforts to support you in your use of the Technical Preview Items; however, we make no commitments regarding response times or the implementation or availability of updates, error corrections or work arounds associated with the Technical Preview Items. If we do, in our sole discretion, make any updates or error corrections to the Technical Preview Items available to you, then they will be subject to the terms and conditions of this EULA, and more specifically the terms of this section 1.2.7. THE WARRANTIES SET FORTH IN THE EULA DO NOT APPLY TO TECHNICAL PREVIEW ITEMS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Technical Preview Items are provided “AS IS” and any use of Technical Preview Items by you is at your own risk. We will have no liability for any harm or damages arising out of or in connection with the Technical Preview Items. Unless we, at our discretion, specify a longer or shorter period in writing, the trial period for the Technical Preview Items will end (a) ninety (90) days after you receive access credentials to, or download, the Technical Preview Items, or (b) if applicable, when a version becomes generally available, whichever comes first. We may discontinue Technical Preview Items at any time in our sole discretion and may never make them generally available.

1.2.8. **Redistribution.** If the Order or section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms) grants you the express right to redistribute or offer access to all or a portion of the Product (“**Redistributables**”), then, in conjunction with any such grant, you must comply with any limitations or requirements specified in the Order, section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms), as applicable, and you must distribute or offer access to the Redistributables subject to a license agreement or terms of use between you and each third party receiving or accessing the Redistributables (“**your customer**”) that: (a) protects our interests consistent with the terms contained in this EULA, (b) prohibits your customer from any further distribution of the Redistributables (unless expressly permitted pursuant to section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms)), (c) includes a limitation of damages clause that, to the maximum extent permitted by applicable law, disclaims on behalf of us, our Affiliates or our or their respective licensors, suppliers or Authorized Resellers, liability for any and all damages, whether direct, special, incidental or consequential damages, (d) contains terms substantially similar to those in subparts (a) through (g) of section 1.2.4 (Restrictions), section 1.5.1 (Export Compliance) and section 1.5.2 (U.S. Government Customers), and (e) includes a notice substantially similar to section 1.2.9 (Third Party Notices).

1.2.9. **Third Party Notices.** The Product may contain or be accompanied by certain third-party components which are subject to additional restrictions. These components, are identified in, and subject to, special license terms and conditions which, in the case of On-Premise Product(s), are set out in the “readme.txt” file, the “notices.txt” file, or the “Third Party Software” file, or, if applicable, software bill of Materials (SBOM) accompanying the Product or portions thereof, and in the case of Hosted Services, are set out in the third-party license agreement or notices that comes with the third-party component or is otherwise provided on the web page on which such third-party component is made available (“**Special Notices**”). The Special Notices include important licensing and warranty information and disclaimers. Unless otherwise expressly stated for a given third-party component, all such third-party components may be used solely in connection with the use of the Product subject to and in accordance with the terms and conditions of this EULA and the Special Notices. In the event of conflict between the Special Notices and the other portions of this EULA, the Special Notices will take precedence (but solely with respect to the third-party component(s) to which the Special Notice relates). You acknowledge and agree that, to the extent permitted by the Special Notices, you shall solely use the third-party components referenced in this section 1.2.9 in conjunction

with the Product as intended by us. To the extent that the Special Notices prohibit us from restricting your use of such third-party components to use only in conjunction with the Product, you further acknowledge and agree that we are not responsible for any loss, costs, or damages directly or indirectly incurred due to your use of such third-party components in ways not intended or contemplated by us. We are not responsible for and expressly disclaim all warranties of any kind with respect to such use of such third-party components in ways not intended or contemplated by us.

**1.2.10. Order of Precedence between EULA and Order.** If there is any conflict between the terms and conditions in the Order and the terms and conditions of this EULA, or if the Order changes any of the terms of this EULA, the terms and conditions of the Order will apply, except if the Order is between you and an Authorized Reseller, or the Order is issued/generated by you. In the case where the Order is between you and an Authorized Reseller, the terms of the Order will apply subject to the following: (a) any terms and conditions in the Order imposing obligations on the Authorized Reseller that are in addition to or different from the obligations we have to you pursuant to this EULA will be born solely by the Authorized Reseller and our obligations to you and limits on our liability will be governed solely by the terms and conditions of this EULA and (b) any terms and conditions that conflict with or would otherwise alter any of the following under this EULA will have no effect unless expressly agreed to in a written instrument executed by us: our ownership rights, yours and our confidentiality obligations, your export compliance obligations, limitations on your rights as a U.S. Government customer (if applicable), our audit rights, restrictions on your right to assign or governing law and jurisdiction. In cases where the Order is issued/generated by you, the terms and conditions of section 1.19.2 (Entire Agreement) governing a purchase order or other document you supply in connection with this EULA, shall apply to such Order.

**1.2.11. Order of Precedence within EULA.** If there is any conflict among the terms and conditions of this EULA, or if a section changes the terms of another section within this EULA, the order of precedence will be as follows: first, section 4 (Product Specific Terms) (if any); second, section 3 (Product Family Specific Terms) (if any); third, section 2.A (Terms for On-Premise Products) and/or section 2.B (Terms for Hosted Services), as applicable; and fourth and finally, section 1 (General Terms and Conditions).

### **1.3. License Types.**

**1.3.1. Overview of License Types.** The license type for the Product will, unless otherwise specified in this EULA, be one of the following license types: perpetual, term or subscription. This will be confirmed in the Order or will be the default license type listed in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms).

**1.3.2. Perpetual License Type.** Your license to use the Product will continue in perpetuity unless earlier terminated in accordance with the terms of this EULA.

**1.3.3. Term License Type.** Your license to use the Product will continue until the expiration of the term identified in the Order unless earlier terminated in accordance with the terms of this EULA. If we continue to make the Product generally available to our customers, you may purchase a new term license for the Product from us or our Authorized Reseller.

**1.3.4. Subscription License Type.** Your license to use the Product will continue until the expiration of the subscription period identified in the Order unless earlier terminated in accordance with the terms of this EULA. The procedure for renewing your license to the Product is set out in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms). If you upgrade your subscription to the Product, the upgrade will take effect immediately and you will be charged and must pay the applicable fee, and the term of your then-current subscription period may be extended, as described at the time you upgrade. You may not downgrade a subscription to the Product.

**1.4. Our Business Principles.** We will apply the principles set out in our Code of Conduct and Business Ethics (published on our website at <https://investors.progress.com/corporate-governance>) in our performance under this EULA.

### **1.5. Export Compliance and U.S. Government Customers.**

**1.5.1. Export Compliance.** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products and Our Technology. You agree that such export control laws, including, without limitation, the U.S. Export Administration Act and its associated regulations, govern your use of the Product and Our Technology (including technical data), and you agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, Product

and/or Our Technology (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

1.5.2. **U.S. Government Customers.** If the Product and/or Our Technology is/are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the U.S. Government's rights in the Product and/or Our Technology will be only as set out herein. The Product, Our Technology and Documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Product and/or Our Technology and such Documentation with only those rights set out herein.

## 1.6. IP Ownership and Feedback.

1.6.1. **IP Ownership.** The Product, Our Technology, Documentation, and all other current or future intellectual property developed by us or our Affiliates, and all worldwide Intellectual Property Rights in each of the foregoing and all Updates, upgrades, enhancements, new versions, releases, corrections, and other modifications thereto and derivative works thereof, are the exclusive property of us or our Affiliates or our or their licensors or suppliers. Except for the rights and licenses expressly granted herein, all such rights are reserved by us and our Affiliates and our or their licensors and suppliers. All title and Intellectual Property Rights in and to the content that may be accessed through use of the Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

1.6.2. **Feedback.** If you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Product and/or Our Technology (collectively "**Feedback**") you own the Feedback and you grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, license, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same without restriction or obligation of any kind, on account of Confidential Information, intellectual property rights or otherwise, and may incorporate into our products or services any service, product, technology, enhancement, documentation or other development ("**Improvement**") incorporating or derived from any Feedback with no obligation to license or to make available the Improvement to you or any other person or entity. This is true whether you provide the Feedback through use of the Product or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

1.6.3. **Security Vulnerability Reporting.** Any security vulnerabilities you identify in the Product(s) and/or Our Technology shall be reported to us in accordance with our policies and procedures for reporting security vulnerabilities (currently published on our website at <https://www.progress.com/security/vulnerability-reporting-policy> and which may be relocated at our discretion). Any information you provide regarding security vulnerabilities in the Product(s) and/or Our Technology is also considered Confidential Information and subject to the terms and conditions of section 1.12 (Confidentiality). In addition to the restrictions set forth in section 1.2.4 (Restrictions), you will not publish information regarding any bugs, security vulnerabilities, or defects in the Product(s) and/or Our Technology, in each case, without our prior written consent.

## 1.7. GenAI.

1.7.1. **GenAI Functionality Integrated into a Product.** This section 1.7.1 applies solely to the extent some form of GenAI Functionality is integrated by us into a Product.

**Policies.** You represent and warrant that your use, the use by your Authorized Users, or any other use on your behalf, of the GenAI Functionality, will not, nor cause us to, violate any applicable law, or applicable policies or obligations (such as acceptable use policies or codes of conduct) imposed on us by any third-party provider of large language models or other artificial intelligence models which have been incorporated into the GenAI Functionality, as identified in the Documentation or any other location expressly referenced in sections 3 or 4 of this EULA.

### 1.7.1.1. Conditions to Use of the GenAI Functionality.

1.7.1.1.1. **Input.** You are solely responsible for any Input. You will secure and maintain all rights and secure all permissions (where applicable) to the Input necessary for us to provide the GenAI Functionality to you without violating the rights of any third party or otherwise obligating us to you or to any third party. We do

not and will not assume any obligations with respect to the Input or to the use of the GenAI Functionality by you or on your behalf, or by Authorized Users, other than as expressly set forth in this EULA or as required by law.

1.7.1.1.2. **Suspension.** We may limit or suspend use of the GenAI Functionality if: (1) it is reasonably needed to prevent unauthorized access to Input; (2) you do not abide by the policies referenced in section 1.7.1.1 above; or (3) if any third-party provider of large language models or other artificial intelligence models which have been incorporated into the GenAI Functionality suspends or indicates that it may suspend our access to the services used in connection with the GenAI Functionality, including as a result of your action or inaction in connection with your use of the GenAI Functionality.

1.7.1.1.3. **Restrictions on Use.** The GenAI Functionality shall not be used by you or on your behalf, or by Authorized Users, to (i) attempt to bypass, exploit, defeat, or disable Product restrictions, including any technical limitations; (ii) use the GenAI Functionality in a manner not consistent with the intended purposes described in the Documentation; (iii) upload, transmit through or post Personal Health Information (PHI), Personal Data (as defined in the DPA) or sensitive data to the GenAI Functionality; (iv) use the GenAI Functionality to make any automated decisions or take any automated action against any individual which may produce legal effects or significantly affect the individual; (v) use the GenAI Functionality to generate Output for the express purpose of creating synthetic training data to develop or train artificial intelligence models or systems that have substantially similar functionality to the GenAI Functionality; or (vi) use the GenAI Functionality in any other manner that you or any of your Authorized Users or Permitted Third Parties know or have a reasonable basis to know violates any Applicable Laws or the rights of any third party.

1.7.1.1.4. **Extracting Data.** You may not use web scraping, web harvesting, or other data extraction methods to extract data from the GenAI Functionality.

1.7.1.2. **Data Use and Access for Abuse Monitoring.** As part of providing the services in connection with the GenAI Functionality, we and certain third-party providers of large language models or other artificial intelligence models which have been incorporated into the GenAI Functionality may temporarily store Inputs and Output, to monitor for and prevent abusive or harmful uses or outputs of the service.

1.7.1.3. **Our Indemnity Exclusion; Output Disclaimer.** Our defense and indemnity obligations in this EULA will not apply with respect to the GenAI Functionality or any Output. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, ALL OUTPUT IS PROVIDED 'AS IS' AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER.

1.7.1.4. **Your Indemnity Obligation for the GenAI Functionality.** To the extent permitted by applicable law, you will defend us and our Affiliates, and our and their respective officers, directors, employees, and agents from and against any and all third party claims, lawsuits, and proceedings that arise or result from (a) provision of Inputs in which sufficient rights are not secured; (b) Output generated in connection with Inputs that, alone or in combination, infringe or misappropriate another party's intellectual property rights; (c) Output that you know or reasonably should know may infringe or misappropriate another party's intellectual property rights; (d) use of Output in a manner that infringes upon a third party's trademark rights; or (e) use of the Output after notice to stop using the Output is received.

1.7.1.5. **High-Risk Disclaimer.** The GenAI Functionality is not designed or intended to support any use in which a service interruption, defect, error, or other failure of the GenAI Functionality could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High-Risk Use"). Any High-Risk Use of the GenAI Functionality is at your own risk. You agree to defend, indemnify and hold us harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the GenAI Functionality, including any claims based in strict liability or that we were negligent in designing or providing the GenAI Functionality. The foregoing indemnification obligation is in addition to any other defense or indemnification obligations set forth herein and is not subject to any limitation of, or exclusion from, liability contained herein.

1.7.1.6. **Professional Advice Disclaimer.** You acknowledge that the GenAI Functionality (1) is not designed, intended or made available as a medical device(s), and (2) is not designed or intended to be a substitute for professional advice, including medical diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional advice, including medical diagnosis, treatment, or judgment. You are solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to Authorized Users.

1.7.1.7. **AI Changes.** GenAI Functionality can be modified, limited, suspended or terminated at any time by us in our sole discretion with or without notice to you.

1.7.2. **GenAI Functionality Integrated by You (“bring your own license”).** This section 1.7.2 applies solely to the extent you do not use, nor enable any GenAI Functionality integrated by us into the Product. If the Product Documentation specifies the possibility for you to integrate other forms of GenAI Functionality into the Product, then the Product will include a configuration to enable the integration. You acknowledge that a separate license or subscription access to other forms of GenAI Functionality, governed by the terms and conditions of a license agreement from its respective licensor, will be required for use and access of such GenAI Functionality integrated with the Product. You will be responsible for complying with the terms of such license agreement. You acknowledge and accept that we are not a party to the license agreement between you and the licensor for other forms of GenAI Functionality, and as a result we do not have any control over it or its availability, and we disclaim any and all liabilities for any output, error, damages, loss, etc., or any other result of your use of such GenAI Functionality integrated with the Product.

1.7.3. **Agentic AI Services.** This section 1.7.3 applies solely to the extent the Product includes Agentic AI Services capabilities.

1.7.3.1. **Your Responsibility for Agentic AI Services.** You are solely responsible for: (a) the actions and tasks performed by an Agentic AI Service on your behalf and on behalf of Authorized Users; (b) determining whether the use of an Agentic AI Service is fit for its use case; (c) authorizing an Agentic AI Service’s access and connection to data, applications, and systems; and (d) exercising judgment and supervision when and if an Agentic AI Service is used in production environments to avoid any potential harm the Agentic AI Service may cause. The actions or tasks that an Agentic AI Service performs are not generated Output.

1.7.3.2. **Using Third-Party Apps and Services.** The Agentic AI Services may allow you to access products, services, websites, links, content, material, integrations, bots or applications from independent third parties (“**Third-Party Apps and Services**”) and may allow or require you to share your content or data with such Third-Party Apps and Services that you access through the Agentic AI Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking your content or data to any Third-Party Apps and Services. Any third-party terms do not modify the terms of this EULA, or any other terms or policies incorporated herein by reference. We do not license any intellectual property to you as part of any Third-Party Apps and Services. You agree to assume all risk and liability arising from your use of any Third-Party Apps and Services and that we are not responsible for any issues arising out of your use of them. We are not responsible or liable to you or others for information or services provided by any Third-Party Apps and Services.

1.7.4. **Additional GenAI Terms.** Depending on the Product licensed to you, this EULA may contain additional terms pertaining to GenAI in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms).

## 1.8. Maintenance.

1.8.1. **Our Maintenance and Support Policies.** If we offer and you purchase maintenance and/or support for the Product, then it will be provided in accordance with our then current maintenance and support policies for the applicable Product in effect at the time of purchase. You may access our maintenance and support policies by clicking on the applicable Product family link located at <https://www.progress.com/support>.

1.8.2. **Maintenance and Support for Perpetual or Term License Types.** For Perpetual and Term License Types, unless otherwise expressly stated by us in the Order, first year annual maintenance and support (if offered by us) is required for the Product and starts on the date the Product is delivered. Thereafter, you may choose to purchase annual maintenance and support (if offered by us). If you do not purchase renewal maintenance and support services for a Product, then you will not receive any maintenance and support services for that Product and will have no entitlement to any benefits of maintenance and support services including, bug fixes, patches, upgrades, enhancements, new releases or technical support. If you want to reinstate lapsed maintenance and support services on a Product, and we offer reinstatement to our customers, then you may re-instate maintenance and support services by paying the then-current fee, plus a reinstatement fee for the lapsed maintenance and support period in accordance with our maintenance and support reinstatement policies then in effect.

1.8.3. **Maintenance and Support for Subscription License Type.** If the license type for the Product licensed to you is the subscription license type, then maintenance and support (if offered by us) is included in the subscription



fees for each subscription period. We may offer optional enhanced maintenance and/or support offerings for an additional fee.

#### **1.9. Fees and Taxes.**

**1.9.1. Payment Terms and Taxes.** All fees payable to us are payable in the currency specified in the Order, or if no currency is specified, in United States Dollars, are due within 30 days from the invoice date and, except as otherwise expressly specified herein, are non-cancellable and non-refundable. We may charge you interest at a rate of 1.5% per month (or the highest rate permitted by law, if less) on all overdue payments. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that we must pay on such fees, except those based on our income. Invoices may be issued by our Affiliate. If you and we agree that you will pay by credit card, you will provide us with valid and updated credit card information and you authorize us to store such information and bill such credit card for all fees applicable: (a) at the time that you order the Product and (b) at the time of any renewal or upgrade.

**1.9.2. Fees for Renewal Subscription Licenses.** If the license type for the Product licensed to you is the Subscription License Type, then each renewal subscription will be calculated at the then-current price offered for the Product at the time of renewal.

**1.9.3. Fees for Renewal Maintenance Terms.** If the license type for the Product licensed to you is a Perpetual license or Term license, then, unless otherwise specified in the Order or in section 3 (Product Family Specific Terms) or section 4 (Product-Specific Terms), the fee for an optional annual renewal maintenance and support term for the Product will be calculated based on the annual rate applicable for the initial maintenance and support term or immediately preceding renewal maintenance and support term, whichever is applicable, plus a rate increase, if applicable, calculated at the lesser of any standard price increase or CPI (or equivalent index) after applying any increases as a consequence of our Lifetime Support policy, if applicable.

**1.9.4. Orders between You and Our Authorized Reseller.** Notwithstanding the above terms of section 1.9 (Fees and Taxes), if you purchased your license to the Product and/or maintenance and support from an Authorized Reseller, then the fees will be set out in the Order between you and the Authorized Reseller. The Authorized Reseller may be responsible for billing and/or collecting payment from you and if so, the billing and collection terms agreed to between you and the Authorized Reseller may differ from the terms set out in this section 1.9 (Fees and Taxes).

**1.9.5. No Reliance on Future Availability of any Product or Update.** You agree that you have not relied on the future availability of any Product or Updates in your purchasing decision or in entering into the payment obligations in your Order.

#### **1.10. Warranties.**

**1.10.1. Authority.** Each party represents and warrants that it has the legal power and authority to enter into this EULA.

**1.10.2. Product Compliance with Documentation.** We warrant to you that, for six (6) months from delivery (in the case of an On-Premise Product) or for the duration of the license (in the case of a Hosted Service), the Product will comply with the applicable Documentation in all material respects. Your exclusive remedy, and our sole liability, with respect to any breach of this warranty will be for us to use commercially reasonable efforts to promptly correct the non-compliance (provided that you notify us in writing within the warranty period and allow us a reasonable cure period). If we, at our discretion, reasonably determine that correction is not economically or technically feasible, we may terminate your license to the Product and provide you a full refund of the fees paid to us with respect to the Product (in the case of an On-Premise Product) or a refund of the prepaid fees for the unused portion of the license period (in the case of a Hosted Service). Delivery of additional copies of, or Updates to, an On-Premise Product will not restart or otherwise affect the warranty period.

**1.10.3. Warranty Exclusions.** The warranty specified in section 1.10.2 (Product Compliance with Documentation) does not cover Technical Preview Items, any Product provided on an unpaid evaluation or trial basis, or defects to the Product due to accident, abuse, service, alteration, modification or improper installation or configuration by you, your Affiliates, your or their personnel or any third party not engaged by us.

**1.10.4. Warranty Disclaimers.** EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 1.10 OR THE ADDITIONAL WARRANTIES (IF ANY) EXPRESSLY STATED IN SECTION 3 (PRODUCT FAMILY SPECIFIC TERMS) OR SECTION 4 (PRODUCT SPECIFIC TERMS), THE PRODUCT, DOCUMENTATION AND OUR TECHNOLOGY ARE PROVIDED "AS IS", WITH ALL FAULTS, AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

## **1.11. Indemnification.**

### **1.11.1. Our Indemnification Obligation.**

**1.11.1.1. Intellectual Property Infringement.** We will defend you, and your officers, directors, employees, and agents from and against any and all third party claims, lawsuits, and proceedings alleging that your use of the Product, in accordance with the terms and conditions of this EULA, constitutes a direct infringement or misappropriation of such third party's patent, copyright or trade secret rights (the "**IP Claim**"), and we will indemnify you for damages finally awarded against you by a court of competent jurisdiction with respect to the IP Claim.

**1.11.1.2. Exceptions.** We will not indemnify you to the extent that the alleged infringement or misappropriation results from (a) use of the Product in combination with any other software or item not supplied by us; (b) failure to promptly implement an Update provided by us pursuant to 1.11.1.3 (Our Options); (c) modification of the Product not made or provided by us; or (d) use of the Product in a manner not permitted by this EULA. We also will not indemnify you if we notify you of our decision to terminate this EULA, and the license to the Product granted hereunder, in accordance with section 1.11.1.3 (Our Options) and you have not ceased all use of the Product within thirty (30) days of such notification.

**1.11.1.3. Our Options.** If a final injunction is, or we reasonably believe that it could be, obtained against your use of the Product, or if in our opinion the Product is likely to become the subject of a successful claim of infringement, we may, at our option and expense, (a) replace or modify the Product so that it becomes non-infringing (provided that the functionality is substantially equivalent), (b) obtain for you a license to continue to use the Product, or (c) if neither (a) nor (b) are reasonably practicable, terminate this EULA on thirty (30) days' notice and, if the Product was licensed to you on a Perpetual License or Term License basis, refund to you the license fee paid to us for the Product less an amount for depreciation determined on a straight-line five year (or actual term if shorter) depreciation basis with a commencement date as of the date of delivery of the Product, or if the Product was licensed to you on a Subscription License basis, refund to you the unused portion of the fees paid in advance to us for the then-current subscription period for the Product. THE INDEMNIFICATION PROVISIONS SET OUT IN THIS SECTION 1.11.1 STATE OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT OR ALLEGED INFRINGEMENT BY US OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS IN RESPECT OF THE PRODUCT OR ITS USE.

### **1.11.2. Your Indemnification Obligation.**

**1.11.2.1. Indemnification for Third Party-Claims.** To the extent permitted by applicable law, you will defend us and our Affiliates, and our and their respective officers, directors, employees, and agents from and against any and all third party claims, lawsuits, and proceedings that arise or result from (a) your breach of this EULA, (b) your use, distribution and/or licensing of the Redistributables, if applicable, except to the extent it arises from an IP Claim covered under section 1.11.1 above, or (c) your failure or alleged failure to comply with Applicable Laws or any violation of a third party's rights in connection with your use of the Product (each a "**Third-Party Claim**" and collectively "**Third-Party Claims**") and you will indemnify for damages finally awarded by a court of competent jurisdiction with respect to any Third-Party Claim.

**1.11.3. Control of the Defense or Settlement.** For any indemnification obligation covered in section 1.11.1, "**Indemnifying Party**" means us, "**Indemnified Party**" means you, and "**Claim**" means an IP Claim. For any indemnification obligation covered in section 1.11.2, "**Indemnifying Party**" means you, "**Indemnified Party**" means us, and "**Claim**" means a Third-Party Claim. The Indemnified Party must provide the Indemnifying Party with prompt written notice of a Claim; however, the Indemnified Party's failure to provide or delay in providing such notice will not relieve the Indemnifying Party of its obligations under this section except to the extent the Indemnifying Party is prejudiced by the Indemnified Party's failure or delay. The Indemnified Party will give the Indemnifying Party full control of the defense and settlement of the Claim as long as such settlement does not include a financial obligation on or admission of liability by the Indemnified Party. If the Indemnified Party does not do so, then the Indemnified Party waives the Indemnifying Party's indemnification obligations under section 1.11.1 or 1.11.2, as applicable. The

Indemnified Party will reasonably cooperate in the defense of the Claim and may appear, at its own expense, through counsel reasonably acceptable to the Indemnifying Party.

#### **1.12. Confidentiality.**

**1.12.1. Confidentiality Obligations.** Except as otherwise provided herein, each party agrees to retain in confidence all Confidential Information transmitted or disclosed to the other party, and agrees to make no use of the other party's Confidential Information except under the terms of this EULA. However, neither party will have an obligation to maintain the confidentiality of information that (a) it received rightfully from a third party without an obligation to maintain such information in confidence; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or becomes a matter of public knowledge through no fault of the receiving party; or (d) is independently developed by the receiving party without use of the Confidential Information of the disclosing party. Further, either party may disclose Confidential Information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure (unless such prior notice is not permitted by applicable law) and complies with any protective order (or equivalent) imposed on such disclosure. You will treat any source code for the Product as our Confidential Information and will not disclose, disseminate or distribute such materials to any third party without our prior written permission. Each party's obligations under this section 1.12 will apply during the term of this EULA and for five (5) years following termination of this EULA, provided, however, that (i) obligations with respect to source code will survive forever and (ii) trade secrets will be maintained as such until they fall into the public domain.

**1.12.2. Product Benchmark Results.** You acknowledge that any benchmark results pertaining to the Product are our Confidential Information and may not be disclosed or published without our prior written consent. This provision applies regardless of whether the benchmark tests are conducted by you or us.

**1.12.3. Remedies for Breach of Confidentiality Obligations.** Each party acknowledges that in the event of a breach or threat of breach of this section 1.12, money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, the non-breaching party will be entitled to seek injunctive or similar equitable relief against such breach or threat of breach without proof of actual injury and without posting of a bond.

#### **1.13. Data Collection and Personal Data.**

**1.13.1. Data Collection through use of the Product.** THE PRODUCT MAY INCLUDE FEATURE(S) THAT (A) GATHER PRODUCT ACTIVATION, USAGE AND/OR ENVIRONMENT INFORMATION, (B) IDENTIFY TRENDS AND/OR BUGS, (C) COLLECT USAGE STATISTICS, AND/OR (D) TRACK OTHER DATA RELATED TO YOUR USE OF THE PRODUCT, AS FURTHER DESCRIBED IN THE CURRENT VERSION OF OUR PRIVACY POLICY AVAILABLE AT <https://www.progress.com/legal/privacy-policy>. BY YOUR ACCEPTANCE OF THE TERMS OF THIS EULA AND/OR USE OF THE PRODUCT, YOU AUTHORIZE THE COLLECTION, USE AND DISCLOSURE OF THIS DATA FOR THE PURPOSES PROVIDED FOR IN THIS EULA AND/OR THE PRIVACY POLICY.

**1.13.2. Additional Data Collection Terms.** Depending on the Product licensed to you, this EULA may contain additional data collection terms in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms) and/or, if we are hosting the Product, in section 2.B (Terms for Hosted Services).

**1.13.3. Your Personal Data.** If you determine that you will be supplying us with your Personal Data (as defined in the Data Processing Addendum referenced below) for us to process on your behalf, in the provision of maintenance and support services or hosting services (if the Product licensed to you is a Hosted Service) or during the course of any audits we conduct pursuant to section 1.15 (Audit), you may submit a written request at [privacy@progress.com](mailto:privacy@progress.com) for the mutual execution of a Data Processing Addendum substantially in the form we make available at <https://www.progress.com/docs/default-source/progress-software/data-processing-addendum.pdf> and we will enter into such Data Processing Addendum with you. To the extent there is any conflict between this EULA and such Data Processing Addendum, the Data Processing Addendum will prevail with respect to our handling and processing of your Personal Data.

#### **1.14. Limitation of Liability and Disclaimer of Certain Types of Damages.**

**1.14.1. Limitation of Liability.** EXCEPT FOR YOUR PAYMENT OBLIGATIONS, A PARTY'S INDEMNIFICATION OBLIGATIONS SET OUT IN THIS EULA OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 1.12 (CONFIDENTIALITY), OR YOUR MATERIAL VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS OR OF

THE LICENSE RESTRICTIONS SET OUT IN THIS EULA, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ALL COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO THIS EULA WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AT LAW EXCEED, IN THE AGGREGATE, THE FEES PAID TO US FOR THE PRODUCT AND/OR SERVICE THAT IS THE SUBJECT OF THE CLAIM, PROVIDED, HOWEVER, THAT IF THE FEES PAID FOR SUCH PRODUCT AND/OR SERVICE ARE PAID ON A RECURRING BASIS, THEN THE NOT TO EXCEED LIMIT WILL BE THE FEES PAID TO US FOR THE PRODUCT AND/OR SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. OUR AFFILIATES AND LICENSORS, AND THE SUPPLIERS TO US, OUR AFFILIATES OR LICENSORS, WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HAVE NO LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR DAMAGES, DIRECT OR OTHERWISE, ARISING OUT OF THIS EULA, INCLUDING, WITHOUT LIMITATION, DAMAGES IN CONNECTION WITH THE PERFORMANCE OR OPERATION OF OUR PRODUCTS OR OUR PERFORMANCE OF SERVICES.

**1.14.2. Disclaimer of Certain Types of Damages.** EXCEPT FOR YOUR PAYMENT OBLIGATIONS, A PARTY'S INDEMNIFICATION OBLIGATIONS SET OUT IN THIS EULA OR YOUR MATERIAL VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS OR THE LICENSE RESTRICTIONS SET OUT IN THIS EULA, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS LICENSORS OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR TORT DAMAGES ARISING IN CONNECTION WITH THIS EULA OR EITHER PARTY'S PERFORMANCE UNDER THIS EULA OR THE PERFORMANCE OF OUR PRODUCTS, OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BUSINESS, EVEN IF THE PARTY, ITS AFFILIATES, ITS LICENSORS, OR ANY OF THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

**1.15. Audit.** We may install and use automated license tracking, management and/or enforcement solutions with the Product, which you may not disrupt or alter. You will maintain records in connection with this EULA and the use of the Product and any Updates and/or services provided hereunder. Such records will include at a minimum the number of licenses purchased and being used by you. At our expense and with reasonable written notice to you, we or a third party appointed by us may audit the records, and if necessary and as applicable, the systems on which the Product or any Update is installed for the sole purpose of ensuring compliance with the terms of this EULA. We will have the right to conduct audits as necessary. These audits may be conducted on site at a location where you have installed the Product, remotely from our offices, or a combination of both, if applicable to the Product. On-site audits will be conducted during regular business hours, and neither on-site nor remote audits will interfere unreasonably with your business operations. You agree to share with us copies of all records referenced herein, as well as Product log files and other information reasonably requested by us promptly following such request, but in no event more than five (5) business days following receipt of our written request (or such longer period, if applicable, that we specify in the written request). We will treat all such information obtained or accessed by us during the audit as Confidential Information pursuant to section 1.12 (Confidentiality) for use by us only as necessary to ensure compliance with and enforcement of the terms of this EULA. If any audit reveals that you have underpaid license, maintenance and support or subscription fees, you will be invoiced for all such underpaid fees based on our list price in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the fees previously paid by you, then you will also pay our reasonable costs of conducting the audit and enforcement of this EULA.

**1.16. Termination.**

**1.16.1. Termination for Breach.** We may terminate this EULA by written notice at any time if you do not comply with any of your obligations under this EULA and fail to cure such failure to our satisfaction within thirty (30) days after such notice. This remedy will not be exclusive and will be in addition to any other remedies which we may have under this EULA or otherwise.

**1.16.2. Effect of Termination.** Upon expiration of your license term to the Product (if applicable) or earlier termination of this EULA, your license to access and/or use the Product and/or distribute the Redistributables (if applicable) will terminate. You must immediately cease use of the Product and destroy all copies of the Product in your possession (and require any Authorized Users to do the same). Any licenses you have granted to the Redistributables in accordance with the terms and conditions of this EULA will, unless otherwise specified in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms), survive termination of this EULA.

1.16.3. **Survival.** Any provisions of this EULA containing licensing restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, audits rights, and any term of this EULA which, by its nature, is intended to survive termination or expiration, will remain in effect following any termination or expiration if this EULA, as will your obligation to pay any fees accrued and owing to us as of termination or expiration.

1.17. **Assignment.** You may not, without our prior written consent, assign or novate this EULA, any of your rights or obligations under this EULA, or the Products or any of our Confidential Information, in whole or in part, by operation of law, sale of assets, merger or otherwise, to any other party, including any parent, subsidiary or affiliated entity. Your Change of Control will constitute an assignment for purposes of the preceding sentence. A “**Change of Control**” will include, but not be limited to, any merger, consolidation, amalgamation, reorganization or sale, transfer or exchange of the capital stock or equity interests of you in a transaction or series of transactions which results in the holders of your capital stock or equity interests holding less than 50% of the outstanding capital stock or equity interests immediately following such transaction(s).

1.18. **Choice of Law.** This EULA is governed by the laws of the Commonwealth of Massachusetts, U.S.A., without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by a good-faith discussion between the parties, then it will be submitted for resolution to a state or federal court in Boston, Massachusetts, USA, and the parties hereby irrevocably and unconditionally agree to submit to the exclusive jurisdiction and venue of such court. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods will not apply to this EULA.

1.19. **Miscellaneous.**

1.19.1. **Notices.** Notices of termination, material breach, your insolvency or an indemnifiable claim (“**Legal Notices**”) must be clearly identified as Legal Notices and sent via overnight courier or certified mail with proof of delivery to the following addresses: For us: 15 Wayside Rd, Suite 400, Burlington, MA 01803, Attention: General Counsel. For you: your address set out in the Order. Legal Notices sent in accordance with the above will be effective upon the second business day after mailing. Either party may change its address for receipt of notices upon written notice to the other party.

1.19.2. **Entire Agreement.** This EULA, and any terms expressly incorporated herein by reference, will constitute the entire agreement between you and us with respect to the subject matter of this EULA and supersedes all prior and contemporaneous communications, oral or written, signed or unsigned, regarding such subject matter. Use of any purchase order or other document you supply in connection with this EULA will be for administrative convenience only and all terms and conditions stated therein will be void and of no effect. Except as otherwise expressly contemplated in this EULA, this EULA may not be modified or amended other than in writing signed by you and us.

1.19.3. **Severability.** If any provision of this EULA is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this EULA will remain in full force and effect.

1.19.4. **Waiver.** Failure or delay in exercising any right, power, privilege or remedy hereunder will not constitute a waiver thereof. A waiver of default will not operate as a waiver of any other default or of the same type of default on future occasions.

1.19.5. **English Language.** This EULA has been drawn up in English at the express wish of the parties. Le présent contrat a été rédigé en anglais à la demande expresse des parties.

1.19.6. **Force Majeure.** Neither you nor we will be liable for any delay or failure to take any action required under this EULA (except for payment) due to any cause beyond the reasonable control of you or us, as the case may be, including, but not limited to unavailability or shortages of labour, materials, or equipment, failure or delay in the delivery of vendors and suppliers and delays in transportation.

1.19.7. **Our Use of Our Affiliates.** We may, at our discretion, engage one or more of our Affiliates in the fulfilment of our obligations, including, our obligations for delivery of the Product to you and/or the provision of any maintenance and support services.

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2.A. **TERMS FOR ON-PREMISE PRODUCTS**

THIS SECTION IS NOT APPLICABLE

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## 2.B. TERMS FOR HOSTED SERVICES

### 2.B.1. Definitions.

2.B.1.1. **“Access Credentials”** means login information, passwords, security protocols, and policies through which you or Authorized Users access and use the Hosted Services.

2.B.1.2. **“Account”** means the account through which you access the Hosted Services, or your Authorized Users access the Hosted Services for your benefit and/or on your behalf.

2.B.1.3. **“Acceptable Use Policy”** or **“AUP”** means our acceptable use policy located at <https://www.progress.com/legal/aup> that specifies rules, requirements and limitations concerning your use of the Hosted Services, and as may be updated by us from time to time.

2.B.1.4. **“Content”** means all data and content, such as data files, written text, keys, computer software, music, audio files or other sounds, photographs, videos or other images that you or your Authorized Users upload to or process using the Hosted Services.

2.B.1.5. **“Downloadable Software”** means any computer software programs, SDKs, codes, and/or files made available by us through or as part of the Hosted Services which you may be required to download and install/store locally on your computer to connect to and/or use the Hosted Services, along with any related Documentation and Updates.

2.B.1.6. **“Terms”** means collectively: (a) this EULA, (b) the AUP, (c) the Terms of Use for our website located at <https://www.progress.com/legal/terms-of-use>, as updated by us from time to time, and (d) our Privacy Policy located at <https://www.progress.com/legal/privacy-policy>, as updated by us from time to time.

### 2.B.2. Eligibility, Registration and Access Credentials.

2.B.2.1. **Eligibility.** To be eligible to use the Hosted Services, you must meet the following criteria and represent and warrant that you: (a) are 18 years of age or older, (b) are not currently restricted from the Hosted Services, (c) are not a competitor of ours or our Affiliates and are not using the Hosted Services for reasons that are in competition with us or our Affiliates, (d) have full power and authority to enter into the Terms and in doing so will not violate any other agreement to which you are a party, (e) will not violate any of our rights, including Intellectual Property Rights, (f) will comply with the Terms as the same may be amended from time to time, and (g) agree to provide at your cost all equipment, software and internet access necessary to use the Hosted Services.

2.B.2.2. **Registration.** Except as otherwise specified in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms), this section specifies the terms applicable to your registration to use the Hosted Services. When you register to use the Hosted Services, we will ask for your name, email address and other related information. Provided your information meets any applicable registration requirements, we will create an Account for you. As part of the registration process you (or we at your request) will create Access Credentials for each of your Authorized Users.

2.B.2.3. **Access Credentials.** Except as otherwise specified in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms), this section specifies the terms applicable to Access Credentials provided to you to access the Hosted Services. You are responsible for safeguarding the Access Credentials. You agree to: (a) keep your Access Credentials secure and confidential and not allow any of your Authorized Users to provide their Access Credentials to anyone else; (b) not permit others to use your Account; and (c) refrain from using other users' accounts. We rely on the Access Credentials as a method to differentiate one user from another. If someone else is using your Access Credentials, we will assume they are you and we will give them access. (Note, “you” includes your Authorized Users for whom you are responsible). You will be responsible for all activity carried out under your Account using Access Credentials made available to you and anything that happens through your Account, whether or not you have authorized such activities or actions, until you close your Account or prove that your Account security was compromised due to no fault of your own. If you know or suspect that someone has gained access to Access Credentials made available to you, you will immediately let us know. We will turn off the compromised Access Credentials and issue new Access Credentials. We reserve the right to take any action we deem necessary or reasonable to ensure the security of the Hosted Services and your Account, including terminating your access or the access of any of your Authorized Users, changing passwords, or requesting additional information to authorize activities related to your Account. In no event and under no circumstances will we be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction on our part under this provision, (ii) any compromise of the confidentiality of your Account, or (iii) any unauthorized access to or use of your Account.

### 2.B.3. **Content.**

2.B.3.1. **Your Responsibility for the Content and License Grant to Us.** You are responsible for any Content submitted and made available through the Hosted Services. You will be entirely responsible for each Content item provided by you or your Authorized Users through the Hosted Services, and, as between you and us, you retain ownership and any intellectual property rights in such Content. You will, at your own expense, obtain all third-party licenses, consents and/or permissions that may be necessary or appropriate with respect to such Content to enable each party to exercise its rights and perform its obligations under this EULA. You grant us a world-wide, royalty free, fully paid up, transferable, sublicensable license to use, copy, host, store, disseminate, distribute, publicly display, sublicense, post or publish such Content, but only to the extent necessary for us to provide the Hosted Services. You agree that we may use our third-party contractors and service providers to exercise the licenses granted to us in this section to perform the Hosted Services for or on our behalf. You agree that you will have no rights against such third-party contractors or service providers in connection with this EULA or your use of the Hosted Services hereunder. In addition, you acknowledge that to protect your transmission of Content to the Hosted Services, it is your responsibility to use a secure encrypted connection to communicate with and/or utilize the Hosted Services.

2.B.3.2. **Your Warranties Regarding the Content.** You represent and warrant that the Content does not and will not violate the AUP.

2.B.3.3. **Our Disclaimer Regarding the Content.** We do not endorse any Content or any opinion, recommendation, or advice expressed in any Content, and we expressly disclaim any liability in connection with any Content. ANY USE OF CONTENT PROVIDED BY OTHERS, INCLUDING OTHER CUSTOMERS, IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY CONTENT AVAILABLE ON OUR WEBSITE OR THROUGH THE HOSTED SERVICES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO SUCH CONTENT'S QUALITY, ACCURACY, LEGALITY OR RELIABILITY.

### 2.B.4. **Changes to the Hosted Services or EULA.**

2.B.4.1. **Changes to the Hosted Services.** We reserve the right to add, modify or discontinue any product, feature or service made available through the Hosted Services. Any additions or modifications to the Hosted Services may be subject to additional terms and conditions which will be included in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms) of an updated version of this EULA implemented in accordance with the terms of section 2.B.4.2 (Changes to the EULA). We may, at our discretion, replace the Hosted Service with a successor service with equivalent or better functionality and/or rebrand the Hosted Service at any time during your subscription term, provided that any such successor service or re-branding will not result in any additional charges to you during your subscription term.

2.B.4.2. **Changes to the EULA.** We may modify this EULA at any time by posting a revised version on our website at <https://www.progress.com/legal>. Modified terms that relate to modifications or additions to the Hosted Services will be effective at the time such modifications or additions to the Hosted Services are made in accordance with section 2.B.4.1 (Changes to the Hosted Services). Modified terms that are required by law will be effective immediately. All other modified terms will be effective at the commencement of your renewal subscription period occurring immediately following the posting of the revised version of this EULA. If we post any revisions to this EULA after the date on which you are required to notify us that you do not want to renew your subscription (pursuant to section 1.3.4 (Subscription License Type)) and you do not agree with the terms and conditions of the revised EULA, you may notify us that you do not want to renew your subscription at any time prior to the commencement of your renewal subscription period. It is your responsibility to check our website regularly for revisions to this EULA.

### 2.B.5. **Data Backup and Limitations on Availability of Hosted Services.**

2.B.5.1. **Data Backup.** We will follow our standard archival procedures for storage of Content. In the event of any loss or corruption of Content, we will use commercially reasonable efforts to restore the lost or corrupted Content from the latest backup of such Content maintained by us or our third-party service provider in accordance with its archival procedures. We will not be responsible for any loss, corruption, destruction, alteration, or unauthorized disclosure of or access to Content directly or indirectly arising from acts or omissions of you, your Authorized Users or a third party. OUR EFFORTS TO RESTORE LOST OR CORRUPTED CONTENT PURSUANT TO THIS SECTION 2.B.5.1 WILL CONSTITUTE OUR SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS, CORRUPTION, DESTRUCTION, ALTERATION OR UNAUTHORIZED DISCLOSURE OF OR ACCESS TO CONTENT.

2.B.5.2. **Limitations on Availability of Hosted Services.** The Hosted Services may be inaccessible for reasons including maintenance updates, power outages, internet delays, system failures, extended downtime and



other interruptions. During such periods, you and your Authorized Users may be unable to access or use all or a portion of the Hosted Services and some or all of the Content may be lost or corrupted (in which case, our sole obligation to you will be to exercise commercially reasonable efforts to restore the Content in accordance with section 2.B.5.1 (Data Backup)). Additionally, we may immediately suspend the Hosted Services if there is a reasonable threat to the technical security or technical integrity of the Hosted Services.

2.B.5.3. **SLA for Hosted Services.** We may offer Service Level Agreements (SLAs) for certain Hosted Services. If a Hosted Service has an SLA associated with it, the terms will be specified in section 3 (Product Family Terms) or section 4 (Product Specific Terms).

2.B.6. **Use of Third-Party Vendors; Transmission of Data.** We may use third party vendors to provide the infrastructure, hardware, software, networking, storage, and related technology required to operate and provide the Hosted Services (“**Cloud Infrastructure Environment**”) and such third party vendors may be granted access to your Content while performing services for us in accordance with the terms set out in section 2.B.3.1 (Your Responsibility for the Content and License Grant to Us). You agree to abide by such third-party vendors’ acceptable use policies which are provided or otherwise noticed to you, and you shall have no rights against any such third-party vendors in connection with the Hosted Services.

2.B.7. **Location of Cloud Infrastructure Environment and Personnel.** Except as otherwise specified in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms), the Cloud Infrastructure Environment, or any portion thereof, and any of our personnel or the personnel of our Affiliates or service providers with access to the Content under the license granted in section 2.B.3.1 (Your Responsibility for the Content and License Grant to Us), may be located in the United States or any other country in which we or our Affiliates or service providers maintain facilities.

2.B.8. **Information Use and Disclosure by Us.** With respect to the Hosted Services, we may access or disclose information about you, your Authorized Users, Account(s) and/or the content of your or your Authorized Users’ communications in order to (i) provide, operate, and improve the Hosted Services; (ii) comply with Applicable Laws or respond to lawful requests or legal process; or (iii) protect our rights or property and/or that of our customers, including the enforcement of our agreements or policies governing the use of the Hosted Services. Personal data collected or otherwise processed by us in the performance of services related to the Hosted Services may be transferred to, and stored and processed in, the United States or any other country in which we or our Affiliates or service providers maintain facilities. For more information on our privacy practices read the privacy statement at <https://www.progress.com/legal/privacy-policy>.

2.B.9. **Promotional and Trial Offers.** We may offer trial or promotional subscriptions (“**Promotional Subscriptions**”) for Hosted Services other than the Hosted Services you have ordered from us or our Authorized Reseller. Unless otherwise specified, a Promotional Subscription will remain active only for as long as you maintain an active, paid subscription to the Hosted Services you have ordered from us or our Authorized Reseller and which formed the basis for your eligibility for the Promotional Subscription. We reserve the right at any time to modify or discontinue, temporarily or permanently, any Promotional Subscription and your access to the Hosted Services licensed under such Promotional Subscription with or without notice.

2.B.10. **Links to Third-Party Sites.** The Hosted Services may include links to third-party sites. We do not control such sites and are not responsible for the content of any linked site, any links contained in the linked site, or any changes or updates to such sites. We are not responsible for any form of transmission received from any linked site. You acknowledge and agree that we are not liable for any loss or damage which you may incur as a result of the availability of third-party vendor resources or external sites.

2.B.11. **Terms for Downloadable Software.** If the Hosted Services includes any Downloadable Software, then the license granted to you to the Hosted Services pursuant to this EULA includes the right to download, install and use the Downloadable Software only for the purpose of connecting to and using the Hosted Services. Your right to use the Downloadable Software applies only while you have an active subscription for the Hosted Services and will automatically terminate immediately following the termination of your subscription. You will destroy all copies of the Downloadable Software in your possession and will cause your Authorized Users to do the same. Upon our request, you will provide us with a written instrument signed by your authorized representative certifying your compliance with the destruction requirements set forth in this section 2.B.11.

2.B.12. **Termination.** In addition to any other termination rights we may have under this EULA, unless otherwise prohibited by law, and without prejudice to our other rights or remedies, we may terminate this EULA and the licenses to the Hosted Services granted to you hereunder immediately if: (i) we believe providing the Hosted Services



could create a substantial economic or technical burden or material security risk for us or any of our Affiliates, or (ii) termination is required in order to comply with the law or requests of governmental entities.

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### 3. PRODUCT FAMILY SPECIFIC TERMS

This section specifies the terms and conditions that are applicable to the following Product: Progress® Agentic RAG.

Default License Type for the above-referenced Product: Subscription.

#### 3.1. Product Family Definitions.

Any defined term used in this section 3 (Product Family Specific Terms) but not defined herein will have the meaning in section 1 (General Terms and Conditions), section 2.A (Terms for On-Premise Products), section 2.B (Terms for Hosted Services) or section 4 (Product Specific Terms).

3.1.1. **“API”** means the application programming interface to the Product, including the Functionalities of the application programming interface based on the Plan you purchase. The API is also a Product as that term is defined in section 1.1.16. and, except as otherwise stated in this section 3 or section 4 below, is subject to all terms and conditions relevant to or referencing Products.

3.1.2. **“Functionalities”** means the available features and functionalities of the API based on the Plan you have purchased, as described at <https://www.progress.com/agentic-rag/pricing> or any successor link, as updated from time to time or any successor link, as updated from time to time.

3.1.3. **“Knowledge Box”** means a container where you can store various resources (e.g. PDFs, videos, images), which data is isolated from other Knowledge Boxes. A Knowledge Box can be either public or private and you can have multiple knowledge boxes in your Account.

3.1.4. **“Non-Supplier Applications”** means any software applications that are provided by you or a third party and interoperate with the Product including, for example, an embeddings model or other application that is developed by or for you.

3.1.5. **“Plan”** means each of the generally available plan purchase options for the Product that you may subscribe to, as described at <https://www.progress.com/agentic-rag/pricing> or a successor link, as may be updated from time to time.

3.1.6. **“Third-Party Content”** means any information, content, material, data, opinion, advertisement, promotion, logo or any link to any websites, software, mobile app, technology or any other content provided or made available by you or a third-party in connection with your use or integration of the API, including in connection with your use of Non-Supplier Applications.

3.1.7. **“Your Data”** means all electronic data and information submitted by you or on your behalf to the Product or collected and processed by or for you using the Product, including Input and Output. “Your Data” is also “Content” as that term is defined in section 2.B.1.4. and, unless otherwise stated in this EULA, is subject to all terms and conditions relevant to or referencing Content including those in section 2.B.

3.2. **Subscription License.** During the period in which you have an active subscription to the API, we grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license, subject to and in accordance with this EULA, solely to: (i) use the API to access and use the Product for your internal use; (ii) to integrate the API with your products and/or services; and (iii) to use the Documentation. You will comply with all terms and conditions regarding Redistributables including Section 1.2.6 if you provide access to the API to any third parties, including an end-user of your products and/or services as permitted in (ii) above, and such third parties will be deemed Authorized Users for purposes of this EULA. Except for the licenses and rights expressly granted to you in this EULA, no other licenses or rights are granted to you by implication or otherwise.

#### 3.3. Plans, Free Trial Period, and Pricing.

3.3.1. The Functionalities may vary between Plans and change over time. Special conditions may apply to you depending on the Plan you subscribe to. We reserve the right to limit the use of the API and/or Functionalities in any country.

3.3.2. A Plan may include a free trial period from the date on which you subscribe to it (the “**Free Trial Period**”). Any Plan subject to a Free Trial Period may include restrictions or limitations regarding Functionalities including with respect to data format, file sizes, and file types.

3.3.3. If a Plan allows you to place a limit on your usage or consumption fees on a per month basis or otherwise, then you do so at your sole discretion and are responsible for any interruptions or your inability to access the Product resulting from reaching or exceeding such limits. All usage or consumption fees will be rounded up to the nearest whole dollar amounts and these amounts will be reflected on the applicable invoice.

3.3.4. If a Plan allows you to enable additional Functionalities, then you do so at your sole discretion and are responsible for any applicable license fees or other costs in connection with the additional Functionalities.

**3.4. Cancellation or Changes to Your Subscription.** You can cancel your subscription at any time by signing into your Account and selecting the cancellation option in the billing section of the Product dashboard or by sending an email to [billing@nuclia.com](mailto:billing@nuclia.com), however you are required to pay your subscription until the end of your current billing period at which time the Account will be disabled. This will not apply if your Plan is free, in which case your Account will be automatically disabled upon your cancellation. Downgrades to your Plan will take effect at the end of your current billing period. If you upgrade your Plan, the new Functionalities of your Account will apply automatically from the moment you make the payment for the new Plan and will be available coterminously with the Products until the end of your current billing period.

### **3.5. Payment.**

3.5.1 Your subscription to a Plan must be paid on the conclusion of a Free Trial Period. Prices are exclusive of any taxes, duties, or any government assessment and we do not provide refunds or credits for any partial or unused Functionalities. You authorize us to charge any payment method associated with your Account in case your primary payment method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If payment is not received then we may: (i) downgrade the Product to a free Plan, in which case you will lose access to payable features; and/or (ii) suspend your Account including access to the Product until we have received payment for all amounts due.

3.5.2. You must pay all amounts due under this EULA without any set-off, counterclaim, deduction or withholding. If you make any payment subject to a deduction or withholding, you will be responsible for payment to the appropriate taxing authorities and any interest, penalties, fines or similar liabilities resulting from your failure to do so. You represent that you are accessing and using the Product at the billing address listed in your Account or otherwise provided to us in writing. You agree to indemnify us for any underpayment or non-payment of any tax, penalty and interest.

### **3.6. API Access and Restrictions.**

3.6.1. To get access to the API, you must subscribe to one of the Plans and create an Account. You are responsible for obtaining and maintaining all internet access, connectivity, software, hardware and other equipment needed for the access and use of the API and all charges related to the same. You may only use the API as permitted in this EULA and in compliance with applicable laws and regulations (including any relevant age restrictions). In addition to the restrictions set forth in section 1.2.4 (Restrictions) you may not use the API:

(a) In any way that could damage the functionality of the API, or our servers or any networks connected to any of our servers, or manipulate the content of the API or the Functionalities in any way;

(b) Take any action designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the API, including to upload or introduce code, viruses, malware, backdoors, trojans, or any other malicious programs;

- (c) With any data mining, data gathering or extraction method, or to extract data from the API including through automated methods including screen scraping;
- (d) To circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the API;
- (e) With any robot, spider, scraper or other automated means to access the API; or
- (f) To decompile, reverse engineer or disassemble any software or other products or processes accessible through the API or the Functionalities.

(g) In any country where distribution or use would violate local law or would subject us to any laws or regulations in another country.

3.6.2. We expect fair use of API calls, based on the size of your environment. If your use of our APIs is significantly above what we consider normal for the size of your subscribed Product environment we will notify you and you will have a choice of amending your use of the APIs or increasing the environment size, which may include an increase in subscription costs and/or change in Plans.

3.6.3. If the Product contains translations of content originally prepared in another language, then these translations are provided only as a convenience. In the event of any conflict between the English language version and the translated version, the English language version shall prevail.

**3.7. Your Content and License Grant to Us.** The license granted by you to us to your Content pursuant to section 2.B.3.1 (Your Responsibility for the Content and License Grant to Us) also includes the right to adapt and modify your Content, solely for the purposes of performing under this EULA. To the fullest extent permitted by law, we will not provide third parties with access to your Content, except for (a) third parties contemplated in section 2.B.3.1 or (b) third parties you have chosen to share your Content with through use of the Product.

### **3.8. Third-Party Content, Your Data, and License Grant to Us.**

3.8.1. **License by You to Use Third-Party Content.** In addition to and without limiting the scope of the terms of section 2.B.3 of this EULA, you grant to us and our Affiliates a worldwide, non-exclusive, limited term license to host, copy, transmit and display Third-Party Content as necessary for us to provide the Hosted Service in accordance with this EULA. Subject to the limited license granted herein, we acquire no right, title or interest from you or your licensors under this EULA in or to any Third-Party Content supplied by you.

3.8.2. **License by You to Host Your Data and Applications.** In addition to and without limiting the scope of the terms of section 2.B.3 of this EULA, you grant to us and our Affiliates a worldwide, non-exclusive, limited term license to host, copy, transmit and display Your Data, and any Non-Supplier Applications and program code created by or for you using the Product, as necessary for us to provide the Product in accordance with this EULA. Subject to the limited license granted herein, we acquire no right, title or interest from you or your licensors under this EULA in or to Your Data or any Non-Supplier Application or program code supplied by you. You will determine Your Data to upload, input, transmit, create, store, generate, compile, derive or process with(in) the Product.

3.8.3. **Usage Restrictions.** In addition to all other usage limitations, restrictions and requirements set forth in this EULA, the following will apply to the Product:

- (a) You must use the Product and Third-Party Content only in accordance with the Documentation applicable to the Product and applicable laws and government regulations.
- (b) You must comply with the terms of service of Non-Supplier Applications with which you use the Product or Third-Party Content.
- (c) You must refrain from framing or mirroring any part of the Product or Third-Party Content, other than framing on your own intranets or otherwise for your internal business purposes or as permitted in the Documentation applicable to the Product.

### **3.9. Third-Party Products and Services.**

**3.9.1. Integration with Non-Supplier Applications.** The Product may contain features designed to interoperate with Non-Supplier Applications. To use such features, you may be required to obtain access to Non-Supplier Applications from their providers and grant us access to Your account(s) and data on the Non-Supplier Applications. If the provider of a Non-Supplier Application ceases to make the Non-Supplier Application available for interoperation with the corresponding Product features on reasonable terms (as determined in our sole discretion), we may cease providing those Product features without entitling you to any refund, credit, or other compensation. Additionally, we make no commitments regarding backwards or forwards compatibility between the Product and any Non-Supplier Application and we assume no liability for the loss of integration with, or loss of access to data stored in, a Non-Supplier Application. The terms of this section 3.4.9.3 prevail over any conflicting terms in this EULA. We do not warrant or support Non-Supplier Applications or other third-party supplier products or services, whether they are designated by us as “certified” or otherwise, except as otherwise expressly provided in a written instrument executed or issued by us.

**3.9.2. Non-Supplier Applications and Your Data.** If you install or enable Non-Supplier Applications for use with the Product, you grant us permission to allow the provider of that Non-Supplier Application to access Your Data as required for the interoperation of that Non-Supplier Application with the Product. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by the Non-Supplier Application or the provider of such Non-Supplier Application. Any exchange of data between you and a Non-Supplier Application, is solely between you and the applicable provider of the Non-Supplier Application.

**3.9.3. Removal of Third-Party Content and Non-Supplier Applications.** If we are required by a third-party to remove Third-Party Content or receive information that Third-Party Content provided by you may violate applicable law or third-party rights, we may notify you and, in such event, you will promptly remove such Third-Party Content from your systems. If we receive information that a Non-Supplier Application may violate applicable law or third-party rights, we may notify you and, in such event, you will promptly disable such Non-Supplier Application or modify the Non-Supplier Application to resolve the potential violation. If you do not take the required action in accordance with the above, we may disable the applicable Third-Party Content, Hosted Service and/or Non-Supplier Application until the potential violation is resolved.

**3.10. Third-Party Beneficiaries.** There are no third-party beneficiaries under this EULA or any Order.

### **3.11. GenAI Functionality.**

**3.11.1. Compliance with Applicable Laws and GenAI Policies.** You represent and warrant that use of the GenAI Functionality by you or on your behalf, including by Authorized Users or a Permitted Third Party, will not, nor cause us to, violate any Applicable Laws, or applicable policies or obligations (such as acceptable use policies or codes of conduct) imposed on us by any third-party provider of large language models or other artificial intelligence models which have been incorporated into the GenAI Functionality, as identified in the Product or its Documentation (collectively, “GenAI Policies”).

**3.11.2. Input and Output.** You are solely responsible for any Input and Output. You will secure and maintain all rights, and secure all permissions (where applicable) to the Input necessary for us to provide the GenAI Functionality to you without violating the rights of any third party or otherwise obligating us to you or to any third party. We do not and will not assume any obligations with respect to the Input or to the use of the GenAI Functionality by you or on your behalf, other than as expressly set forth in this EULA or as required by Applicable Laws. Any Output is Your Data, however due to the nature of GenAI Functionality the Output may not be unique to you and the Product may generate the same or similar Output across customers. Output may include information such as metadata, digital signatures, or watermarks to identify it is generated using a generative artificial intelligence model (“Provenance Data”).

**3.11.3. Acceptable Use.** Neither you nor any of your Authorized Users or Permitted Third Parties shall: (i) attempt to bypass, exploit, defeat, or disable any GenAI Functionality or other Product restrictions, including any technical limitations; (ii) tamper with, remove, obscure, or otherwise alter any Provenance Data; (iii) use the GenAI Functionality in a manner not consistent with the intended purposes described in the Documentation; (iv) upload, transmit through or post Protected Health Information (PHI) as defined under the Health Insurance Portability and

Accountability Act (HIPAA), Personal Data (as defined under applicable data protection laws and regulations) or sensitive data to the GenAI Functionality; (v) to make any automated decisions or take any automated action against any individual which may produce legal effects or significantly affect the individual; (v) for any High-Risk Use as defined below; or (vi) use or enable third parties to use, the GenAI Functionality to generate Output for the express purpose of creating synthetic training data to develop or train artificial intelligence models or systems that have substantially similar functionality to the GenAI Functionality.

**3.12. Software Bundled in the Product.** If an Order indicates that the Product will be included or bundled with other Software, then your license to the Software will be governed by the terms and conditions of the relevant license agreement between you and us referenced in the Order as being applicable to the Software, or if no such license agreement is referenced in the Order, then our end-user license agreement accompanying the Software or made available on <https://www.progress.com/legal>.

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#### 4. PRODUCT SPECIFIC TERMS