



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](#) – *these terms apply to Products that you or Permitted Third Parties install on computers;*
- 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.*

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.

1.7.1.1. **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.

1.7.1.2. Conditions to Use of the GenAI Functionality.

1.7.1.2.1. **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.

1.7.1.2.2. **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.

1.7.1.2.3. **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.

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

1.7.1.3. **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.

1.7.1.4. **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.

1.7.1.5. **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.

1.7.1.6. **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.

1.7.1.7. **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.

1.7.1.8. **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 this 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 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.

2.A. TERMS FOR ON-PREMISE PRODUCTS

2.A.1. **Delivery.** Unless otherwise specified by us, On-Premise Product(s) will be provided to you via electronic delivery, and delivery is deemed complete when the On-Premise Product(s) is/are made available at the electronic software download site specified by us and you are e-mailed or otherwise provided with any necessary instructions, password and/or license keys required for you to be able to access, download and install the On-Premise Product(s). If we provide the On-Premise Product(s) on physical media, shipping terms will be FOB shipping point.

2.A.2. **Updates.** Each Update to an On-Premise Product replaces part or all of the On-Premise Product (or earlier Update) previously licensed to you ("**Replaced Product**") and will terminate such previously licensed Replaced Product to the extent replaced by the Update; provided, however, that you may continue to operate the Replaced Product for up to ninety (90) days from delivery of the Update to allow you to complete your implementation of the Update. You must cease all use of the Replaced Product at the end of the ninety (90) day period. Each Update will be subject to the terms and conditions of this EULA, except that (i) to the extent the Update contains new or updated Special Notices, your use of any third party components shall be subject to section 1.2.9 of this EULA and the Special Notices accompanying the Update; and, (ii) to the extent section(s) 3 and/or 4 of the license agreement accompanying the Update contain(s) additional or conflicting terms and conditions related to new Products, components, features and/or functionality contained in the Update, or related to additions or modifications to the license definitions, license model or use restrictions, then your use of the Update will be subject to this EULA, as altered by such additional or conflicting terms and conditions of section(s) 3 and/or 4 of the license agreement accompanying the Update which must be accepted by you at the time you download or install the Update. If you do not agree to such additional or conflicting terms and conditions, do not download or install the Update.

2.A.3. **Cloud Environment.** You may upload the On-Premise Product(s) licensed to you pursuant to this EULA onto a cloud instance supplied by a third party, provided that the operation of the On-Premise Product(s) in the cloud instance complies with all license model restrictions and usage limitations applicable to the On-Premise Product(s). You may also allow the third party to upload, install, operate and/or use the On-Premise Products on the cloud instance, provided that the third party's access to and use of the On-Premise Products is solely for your benefit in accordance with the terms of this EULA. The third party will be considered a Permitted Third Party, and you will be responsible for the Permitted Third Party's compliance with this EULA in accordance with section 1.2.3 (Third Party Use).

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.

3. PRODUCT FAMILY SPECIFIC TERMS

This section specifies terms and conditions that are applicable to the following Products, as made generally available by us to our customers: (1) all products included in the Progress® MarkLogic® product line (collectively, “**MarkLogic Products**” and individually a “**MarkLogic Product**”), (2) all products included in the Progress® Semaphore™ product line (collectively, “**Semaphore Products**” and individually a “**Semaphore Product**”); and (3) Progress® Data CloudSM services (“**Progress Data Cloud**”).

Default License Type and Classification (On-Premise or Hosted Service):			
MarkLogic Products:	Subscription; On-Premise	Semaphore Products:	Subscription; On-Premise
Progress Data Cloud:	Subscription; Hosted Service		

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 ascribed to it in section 1 (General Terms and Conditions), section 2.A (Terms for On-Premise Products) or section 2.B (Terms for Hosted Services).

3.1.1. **“Application(s)”** means one or more software products developed or owned by you, or for which you otherwise have usage rights, including all revisions, enhancements, upgrades, and new versions thereof. In the event an application is renamed (whether such application is developed by you or acquired via acquisition or license) with the name of the Application, such renamed application will not be considered an “Application” under this EULA.

3.1.2. **“Client Device”** means any input technology that allows you to access the Product, including but not limited to a workstation, a personal computer, a PDA device, a cellular phone, a tablet, a laptop or other device that is operated by an individual.

3.1.3. **“Core”** means an independent processing unit within a CPU that can execute instructions in both a virtualized and/or non-virtualized environment. For the avoidance of doubt, each vCPU (whether resulting from hyperthreading or not) is considered a separate Core for licensing purposes.

3.1.4. **“CPU”** means a central processing unit, also known as a processor or microprocessor. It can contain multiple Cores in both virtualized and/or non-virtualized environments.

3.1.5. **“Disaster”** means any unplanned event or condition that renders you unable to use an application or database for its intended computer processing and related purposes.

3.1.6. **“Hosted Service User”** means an individual who is authorized by you to use the Hosted Service in accordance with the terms of this EULA, for whom you have ordered the Hosted Service, and to whom you (or we, at your request) have supplied a user identification and password. Each “Hosted Service User” is an Authorized User, at that term is defined in section 1.1.5 and, except as otherwise stated in this section 3 or the applicable Annex referenced in section 4, is subject to all terms and conditions applicable to Authorized Users set forth in sections 1 and 2B.

3.1.7. **“Instance”** means an image of the Product that is created by executing the Product’s setup or install procedures or by duplicating an existing Instance.

3.1.8. **“Named User”** means a single individual, Non-Human Operated Device or Process.

3.1.9. **“Non-Human Operated Device”** means a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, or a tracking device.

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

3.1.11. **“Platform”** means a specific combination of the hardware and the operating system, a change to either would constitute a platform change.

3.1.12. **“Process”** means any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

3.1.13. **“Running Instance”** means loading the Product into memory and executing one or more of its instructions. The Instance of the Product is deemed running, whether or not its instructions continue to execute, until the Product is removed from memory.

3.1.14. **“Server”** means a logical computer (can be a physical hardware or a virtual machine) with one or more CPUs on which the Product resides, along with the applications utilizing the Product, and which can be accessed by other computers.

3.1.15. **“Site”** means a single building or campus of buildings sharing the same postal address.

3.1.16. **“Third-Party Content”** means information (such as 3rd party taxonomies and ontologies) obtained by us from our content licensors or publicly available sources and provided to you pursuant to an Order, as more fully described in the Documentation applicable to the Hosted Service.

3.1.17. **“Workstation”** is defined as a computer that is operated, either attended or via remote access, by one person at a time, and cannot be used by more than one person, directly or indirectly, simultaneously.

3.1.18. **“Your Data”** means electronic data and information submitted by you or on your behalf to the Hosted Service or collected and processed by or for you using the Hosted Service, excluding Third-Party Content and Non-Supplier Applications. Any data or information that falls within this definition of “Your Data” is also “Content” as that term is defined in section 2.B.1.4 and, except as otherwise stated in this section 3 or the applicable Annex referenced in section 4, is subject to all terms and conditions relevant to Content set forth in section 2.B of this EULA.

3.2. Product Family License Grant and Restrictions.

3.2.1. **Product Family License Grant.** Subject to the terms and conditions contained in this EULA, including any applicable Annexes hereto and all Orders and License Addenda (as defined below), we grant to you a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the Product identified in the Order. We also grant you a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the Documentation. The license category and model applicable to the Product license granted to you will be identified in the Order and described in section 3.3 (Product Family License Categories and Models) or the applicable Annex referenced in section 4 (Product Specific Terms).

3.2.2. **Product Family License Restrictions.** The following license restrictions apply in addition to those set forth in section 1.2.4 (Restrictions):

3.2.2.1. **Internal Use; No Affiliate Use.** Your use of the Product and Documentation is limited to internal use within your company in support of your own internal business operations. The Product and Documentation may not be used by your Affiliates unless specifically authorized in the Order. Use will be in accordance with this EULA and any additional terms, if any, set out in any Order or additional agreement executed by us and you in connection with this EULA which specifically states the terms thereof will be in addition to or in lieu of any of the terms set out in this EULA (each a “**License Addendum**” and collectively, the “**License Addenda**”).

3.3. **Product Family License Categories and Models.** This section specifies license categories and models that may be applicable to one or more Products. Note that not all license models are available for all Products.

3.3.1. **License Categories.** The Products are generally licensed under one of two license categories: (1) a General Purpose License and (2) a Limited Purpose License. Each license category is described below. For any Product that is licensed to you as an add on to another Product, the license category of the add on Product will be the same as the license

category of the primary Product unless otherwise expressly stated in the Order. For illustration purposes only, if Product “B” is an add on to Product “A”, and you licensed Product “A” with a General Purpose License designation, then, unless otherwise expressly stated in the Order, your license for add on Product “B” will have a General Purpose License designation.

3.3.1.1. General Purpose License. A Product listed in the Order with “General Purpose License” as its license category description may be used by you for any production use subject to your compliance with the terms and conditions of this EULA. If the Product listed in the Order is a subscription or indefinite term license, then the Product listed in the Order with “General Purpose License” as its license category description may also be used for any of the Limited Purpose License uses described in sections 3.3.1.2.1-3.3.1.2.4 below. All such uses must comply with the terms and conditions of this EULA, including any quantity limits associated with the license model for the Product identified in the Order and described in section 3.3.2 (License Models). If this EULA applies to an Update that you received as part of active maintenance and support for a Product you previously licensed, and that license was identified as a production use license in the original Order, then your license to the Product and the Update will be considered a General Purpose License subject to the terms of this section 3.3.1.1.

3.3.1.2. Limited Purpose License. A Product listed in the Order with “Limited Purpose License” as its license category description may be used by you for one of the limited purposes identified in the Order and described below. All such use must comply with the terms and conditions of this EULA, including any quantity limits associated with the license model for the Product identified in the Order and described in section 3.3.2 (License Models). If this EULA applies to an Update that you received as part of active maintenance and support for a Product you previously licensed, and that license was for a specific purpose referenced in the original Order (e.g., disaster recovery, testing, development), your license for both the Product and the Update will be considered a Limited Purpose License under this section 3.3.1.2. If the specific usage listed in the original Order is not mentioned below, the usage limits for the Update will follow the last EULA you accepted that described those usage limits. All other terms and conditions in sections 3 and 4 of this EULA will apply to the Update.

3.3.1.2.1. Pre-Production/Staging License. A Product listed in the Order with a Limited Purpose License designation and a description of “Pre-Production/Staging” grants you the right to use the Product in a non-production environment to establish a near-replica of the production environment for purposes of completing a final validation to ensure that the deployment process and application behavior are stable before going live. You may not deploy a Product licensed as a Limited Purpose License with a Pre-Production/Staging description in a production environment.

3.3.1.2.2. Quality Assurance/User Acceptance Testing/Testing License (or QA/UAT/Testing License). A Product listed in the Order with a Limited Purpose License designation and a description of “QA”, “UAT” and/or “Testing” grants you the right to use the Product in a non-production environment to verify and validate software functionality, integration, and performance of the Product. You may not deploy a Product licensed as a Limited Purpose License with a QA/UAT/Testing description in a production environment.

3.3.1.2.3. Disaster Recovery License. A Product listed in the Order with a Limited Purpose License designation and a description of “Disaster Recovery” or “DR” grants you the right to use the Product for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. A Disaster Recovery License may be transferred from one Server or CPU to another with prior notice to us so long as such change is permitted by the underlying license model. No Disaster Recovery License is required for a switch from a primary Server to a secondary Server so long as the primary Server is permanently disabled. However, a Disaster Recovery License is required for any other temporary reassignment between the primary Server and any other Server. The foregoing transfer right will not affect the assignment prohibition set forth in section 1.17 (Assignment). There may be different types of Disaster Recovery options available for purchase as listed in the Order and described in subsections 3.3.1.2.3.1 through 3.3.1.2.3.3 below. If there is no specific Disaster Recovery option identified in the Order, then it will default to a Cold Standby option as described below.

3.3.1.2.3.1. Active-Passive (“Hot” Standby)/DR Hot Standby. A Product listed in the Order with a Limited Purpose License designation and a description as “Active-Passive (“Hot” Standby)” or “DR Hot Standby” grants you the right to use the Product in a non-production/secondary system running alongside the production/primary system where data is sent in real time to both the primary and secondary systems.

3.3.1.2.3.2. DR Warm Standby. A Product listed in the Order with a Limited Purpose License designation and a description as “DR Warm Standby” grants you the right to use the Product in a non-production/secondary system running alongside the production/primary system, where the data is synched only periodically or not at all.

3.3.1.2.3.3. **Disaster Recovery (“Cold Standby”).** A Product listed in the Order with a Limited Purpose License designation and a description as “Disaster Recovery” or “Cold Standby” grants you the right to use the Product in a non-production/secondary system which is turned off and only runs when the production/primary system has failed or when installing, upgrading, or configuring the Product. If the production/primary system has failed, then you may use the secondary system for production purposes for a period not to exceed ninety (90) days (“**DR Deployment Period**”). You will notify us in writing within five (5) business days of the commencement of the DR Deployment Period.

3.3.1.2.4. **Developer License.** A Product listed in the Order with a Limited Purpose License designation and a description of “Developer License” or “Development Environment” grants you the right to use the Product for internal application development and support purposes only. If the license is for components of the Product only, then this right is limited to those components.

3.3.1.2.5. **Application Specific License.** A Product listed in the Order with a Limited Purpose License designation and a description of “Application Specific License” and identifying a specific Application, or a Product licensed from an authorized third party together with an Application provided by such third party, grants you the right to use the Product solely for use with that Application. Use with any other application/product is strictly prohibited. We do not make any representations or warranties, express, implied or arising by custom or trade usage, regarding a third party’s Application and assume no liability or responsibility for such Application.

3.3.2. **License Models.**

3.3.2.1. **Named User/ License.** A Named User License grants you the right to designate a Named User to access and use the Product. You must be able to identify and count each Named User. A Named User License is a multi-server license in that it is not limited by Core, CPU or Server count. A Named User may not be designated concurrently on different computers or devices or shared by multiple users. A Named User does not have to be logged on to the Product to be counted as a Named User. A Named User License designation may be transferred from one Named User to another provided that the original Named User no longer requires and is no longer permitted access to the Product. The foregoing transfer right will not affect the assignment prohibition set forth in section 1.17 (Assignment). All Named Users must be bound to the terms and conditions of this EULA.

3.3.2.2. **Workstation License.** A Workstation License grants you the right to run the Product on a single Workstation. Each Workstation using or accessing the Product must be licensed.

3.3.2.3. **Server.** A Server License grants you the right to install and use the Product on a single Server and on a single Platform. A Server License is required for each Server on which the Product runs including, without limitation, Servers configured for production, disaster recovery, load balancing, clustering, development, testing, performance testing, UAT and reporting. A Server License may not be transferred from one Server or Platform to another.

3.3.2.4. **Core License.** A Core License grants you the right to run the Product on the number of Cores defined in the Order. A Core License is required for each Core of a Server on which the Product runs, including, without limitation, Servers configured for production, disaster recovery, load balancing, clustering, development, testing, performance testing, UAT and reporting; this applies to physical Cores on Servers, virtual Cores allocated to virtual machines and containers, and virtual Cores allocated in third-party cloud provider public or private cloud environments. Under no circumstances may the total number of licensed Cores in use exceed the number of Core Licenses granted to you.

3.3.2.5. **Running Instance License.** A Running Instance License grants you the right to install and use the number of Running Instances of the Product defined in the Order. A Running Instance License is not limited by Core or CPU count. The total Running Instance quantity of the Product licensed to you must equal or exceed the number of Running Instances of the Product installed and in use in any and all environments, including, without limitation, Running Instances used for production, disaster recovery, load balancing, clustering, development, testing, performance testing, UAT and reporting.

3.3.2.6. **Site License.** A Site License grants you the right to install and use the Product in any Server at a single Site and on any device (wherein the device can be a Client Device, a Non-Human Operated Device or a Process) operated by users who share the same principal place of business as the Site location, regardless of whether the Product is used in a virtualized and/or non-virtualized environment.

3.3.2.7. **Retired License Models.** If this EULA applies to an Update that you received as part of active maintenance and support for an On-Premise Product you previously licensed for a perpetual term, and the license model for that license is not listed in this section 3.3.2 or the applicable Annex referenced in section 4, then the license model and associated definitions applicable to the Update will follow the last EULA you accepted that contained such legacy license model and associated definitions. All other terms and conditions in sections 3 and 4 of this EULA will apply to the Update.

3.3.3. Term and Subscription Licenses. If the Order specifies that your license to the Product(s) is a term or subscription license, then, unless otherwise specified in the Order, your license to the Products will not auto renew and the term of this EULA and your license to the Product(s) hereunder will expire on the expiration date stated in the Order unless sooner terminated in accordance with the terms of this EULA. For the duration of the term or subscription license (as applicable) you will be further subject to the license terms of the appropriate license model for the Product (e.g., Core, Named User, etc.) designated in the Order. Upon completion of the term or subscription (as applicable) the Product(s) may automatically timeout or cease to function. Upon completion of the term or subscription (as applicable), all your license rights in and to the Products will terminate and you must satisfy the requirements in section 1.16.2 (Effect of Termination).

3.3.4. Products Licensed Based on Environment Size or Hardware, Storage or Other Capacity Limits. For any Product licensed based on environment size or hardware, storage or other capacity limits, the following applies: The licensed quantity for the Product described in the Order is based on details you provide to us regarding your information volume and other metrics for capacity planning and processing performance considerations, and the working assumptions we make regarding environment size based on the information you supply to us. Given the nature of the Product and hardware capacity, these working assumptions and volumes may change over time. You acknowledge that you will need to monitor the traffic and processing performance of the environment, and that you may need to order additional capacity in the form of additional Product components and/or quantities of the applicable license metric for the Product if the environment reaches its configuration capacity limitations.

3.4. Additional Terms Applicable to Hosted Services

3.4.1. Grant. If you purchase a subscription to the Hosted Service (“**Subscription**”), then, subject to the terms of this EULA and the applicable Annex referenced in section 4, for as long as you maintain an active Subscription, we grant you a limited, non-transferable, revocable, royalty-free, non-exclusive right to, and to allow your Authorized User(s) to access and use the Hosted Service in accordance with the terms of this EULA, such Annex and the applicable Order for the Hosted Service.

3.4.2. License by Us to Use Third-Party Content. If the Order identifies any Third-Party Content to be licensed to you as part of your purchased Subscription to the Hosted Service, then we grant to you a worldwide, non-exclusive, limited term license, under our applicable intellectual property rights and licenses, to use such Third-Party Content subject to the terms of the Order, this EULA, the applicable Annex referenced in section 4 and the Documentation for the Hosted Service.

3.4.3. Trial Subscription to Hosted Service.

3.4.3.1. Grant. If you register for access to the free trial subscription for the Hosted Service and we approve your registration, then we grant you a personal, non-exclusive, non-transferable right to access and use the Hosted Service and the Software in object code form, that we make available via the Hosted Service, subject to the limitations and conditions specified in section 1.2.6 (Limitations on Evaluation or Trial Licenses) (“**Trial Subscription**”). For purposes of this section 3.4.3, the term “**Software**” means: (i) any of our software products or any portion thereof that we, at our discretion, make available to you to use via the Hosted Service on a trial basis pursuant to this section 3.4.3 and (ii) any new products, updates, components, features or functionality that we provide to you with respect to (i); as well as any accompanying Documentation or other materials with respect to (i) and/or (ii).

3.4.3.2. Scope of Use. You may use the Software available via the Hosted Service during the Trial Term solely for evaluation, demonstration, prototyping, testing and/or proof of concept purposes for (a) authoring and preparing tests, (b) prototyping and developing your applications that interact and operate with the Software and (c) demonstrating your applications (“**Proof of Concept**”). You are not allowed to integrate the Software into end products or use the Software or Hosted Service for any purposes other than the Proof of Concept, including but not limited to commercial or productive purposes. You may use the Software and Hosted Service only for the Proof of Concept until expiration of the Trial Term or earlier termination of this EULA in accordance with its terms. We reserve the right to limit, at our discretion, any usage parameters associated with the Trial Subscription, including, without limitation, number of users, Core quantity, and data storage capacity.

3.4.3.3. Trial Term. Unless otherwise expressly agreed by us in writing, the term of the Trial Subscription will not exceed ninety (90) days after the date you are issued access credentials to access the Trial Subscription (“**Trial Term**”). Additionally, if you purchase a Subscription to the Hosted Service, then the Trial Term will automatically end on the commencement of such purchased Subscription. At the end of the Trial Term, the Trial Subscription will automatically expire, and you will cease to have access to the Hosted Service unless you purchase a Subscription to the Hosted Service. Additionally, if the Trial Subscription is provided to you on a no charge basis, then, notwithstanding anything to the contrary herein, we reserve the right at any time during the Trial Term to modify or discontinue the Trial Subscription with or without notice to you.

3.4.4. 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 Hosted Service, as necessary for us to provide the Hosted Service in accordance with this EULA and the applicable Annex referenced in section 4. Subject to the limited license granted herein, we acquire no right, title or interest from you or your licensors under this EULA or such Annex 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 Hosted Service and the level of access to Your Data granted to us and/or our Affiliates. Your control over granting access to Your Data includes, without limitation, determining the extent to which you enable any capabilities that allow us and/or our Affiliates and the Hosted Service to read Digital Rights Management (DRM) protected documents in order to process them in the Hosted Service.

3.4.5. Usage Restrictions. In addition to all other usage limitations, restrictions and requirements set forth in this EULA and the applicable Annex referenced in section 4, the following will apply to the Hosted Service:

1. You must use the Hosted Service and Third-Party Content only in accordance with the Documentation applicable to the Hosted Service and applicable laws and government regulations.
2. You must comply with the terms of service of Non-Supplier Applications with which you use the Hosted Service or Third-Party Content.
3. You must refrain from framing or mirroring any part of the Hosted Service 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 Hosted Service.

3.4.6. External-Facing Services. If you subscribe to the Hosted Service for creation and hosting of external-facing websites, then you must comply with, and be responsible for Hosted Service Users' compliance with all applicable laws, for example, in any use of cookies or other tracking technologies on such websites.

3.4.7. Removal of Third-Party Content and Non-Supplier Applications. If we are required by a third-party licensor to remove Third-Party Content or receive information that Third-Party Content provided to 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 hosted on the Hosted Service by you 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.

3.4.8. Third-Party Content Ownership. Third-Party Content, for example in the form of semantic models such as taxonomies and ontologies, may be provided to you as detailed in the Order. Third-Party Content is provided on a licensed basis only and we (or our licensors) retain all ownership, rights and title in the Third-Party Content. We (or our licensors) may make changes or enrichments to the Third-Party Content either on our own initiative or by your request, and these changes will be owned exclusively by us (or our licensors). You agree that such changes and edits to the Third-Party Content shall not create any new intellectual property for you, and you agree not to make any type of derivative work from the Third-Party Content and abide by the terms of this EULA, the applicable Annex referenced in section 4, and the Order for the Hosted Service.

3.4.9. Third-Party Products and Services.

3.4.9.1. Acquisition of Third-Party Products and Services. We or third parties may make available third-party products or services, including, for example, Non-Supplier Applications and implementation and other consulting services. Any acquisition by you of such third-party products or services, and any exchange of data between you and any third-party supplier, is solely between you and the applicable third-party supplier. 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.

3.4.9.2. Non-Supplier Applications and Your Data. If you install or enable Non-Supplier Applications for use with the Hosted Service, 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 Hosted Service. 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.

3.4.9.3. Integration with Non-Supplier Applications. The Hosted Service 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 may be required to 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 Hosted Service features on reasonable terms (as determined in our sole discretion), we may cease providing those Hosted Service features without entitling you to any refund, credit, or other compensation. Additionally, we make no commitments regarding backwards or forwards compatibility between the Hosted Service 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, including without limitation, any terms set forth in section 2.B.4.1 (Changes to the Hosted Services).

3.4.9.4. **Suspension of Hosted Service and Acceleration.** If any amount owing by you to us or our Authorized Reseller under an Order, this EULA, any Annex to this EULA referenced in section 4, or any other agreement for our services is thirty (30) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend our services to you, including, without limitation, the Hosted Services, until such amounts are paid in full. We will give you at least 10 days' prior written notice that your account is overdue before suspending any such services. Notwithstanding anything to the contrary in this EULA, any notice provided by us pursuant to this section 3.4.9.4 may be provided by us by email to your business or invoicing contact specified in the Order.

3.4.9.5. **Third-Party Beneficiaries.** Our Third-Party Content licensors will have the benefit of our rights and protections under this EULA with respect to the applicable Third-Party Content. Unless otherwise agreed in a written instrument executed or issued by us, there are no other third-party beneficiaries under this EULA, the applicable Annex referenced in section 4, or any Order.

3.4.10. **Processing Capacity Advisory and Fair Use of APIs.** In addition to the terms of section 3.3.4 (Products Licensed Based on Environment Size or Hardware, Storage or Other Capacity Limits), the following terms apply to a Hosted Service: We will not increase the size, and consequently the cost of your Hosted Service subscription due to increased capacity requirements without your prior written permission. We also expect fair use of the API calls, based on the size of your environment. If your use of our APIs is significantly above average for what we consider normal for the size of your subscribed Hosted Service environment we will write to you and you will have a choice of amending your use of the APIs and may choose to pay to use our professional services to provide advice, or you may increase the environment size, with a consequent increase in cost, such increase being notified to you and subject to your agreement.

3.5. General Usage Limitations

3.5.1. SAMPLE MATERIAL.

3.5.1.1. **No Warranties.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, INCLUDING WITHOUT LIMITATION ANYTHING TO THE CONTRARY IN SECTION 1.10 (WARRANTIES), ANY TEMPLATES, SAMPLE CODE, DEMO CODE, SAMPLE APPLICATIONS, OR OTHER EXAMPLES INCLUDED IN THE PRODUCT AND IDENTIFIED AS A TEMPLATE, SAMPLE, EXAMPLE, DEMO, DEMONSTRATION OR OTHER TERM OF SIMILAR IMPORT IN THE DOCUMENTATION OR RELEASE NOTES SUPPLIED WITH THE PRODUCT (COLLECTIVELY, "**SAMPLE MATERIAL**"), ARE PROVIDED SOLELY ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE MAKE NO WARRANTIES WITH RESPECT TO SUCH SAMPLE MATERIAL, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, NON-INTERFERENCE, OR ACCURACY. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SAMPLE MATERIALS ARE SUITABLE FOR PRODUCTION OR COMMERCIAL USE, WILL OPERATE PROPERLY, ARE ACCURATE OR COMPLETE, OR ARE WITHOUT ERROR OR DEFECT.

3.5.1.2. **No Maintenance and Support.** Any maintenance and support services offered by us for the Product will not include maintenance and support for the Sample Materials, as may be configured by you for your own implementation. You will be solely responsible for the use and configuration of the Sample Materials.

3.5.1.3. **Sample Materials License; Ownership.** Notwithstanding anything to the contrary in this EULA, the Sample Material may be provided in source code form. We grant you a perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license to copy and modify the Sample Material in source code form, and compile and redistribute the Sample Material in binary/object code form or other executable forms, in whole or in part, solely as part of your application(s) and not on a standalone basis. To the extent you choose to redistribute the Sample Material in accordance with the preceding sentence, such Sample Material will be considered "Redistributables" and subject to all of the terms applicable to Redistributables in section 1 of this EULA, except that notwithstanding anything to the contrary in section 1.16 (Termination), you may continue to redistribute the Sample Materials pursuant to this section following the termination of this EULA provided that the EULA was not terminated by us pursuant to section 1.16.1 (Termination for Breach). We retain sole and exclusive ownership of the Sample Materials, including all intellectual property rights therein. Without limiting the foregoing, we reserve the right to make any modifications or derivative works

of the Sample Materials even if same or similar to modifications or derivatives of the Sample Materials made by you. We also reserve the right to alter or remove all or any portion of the Sample Materials from the Product and/or any Updates or new releases of the Product. The license set forth in this section 3.5.1.3 does not grant you permission to use any of our trade names, trademarks, service marks, or product names. The license grant set forth in this section 3.5.1.3 applies solely to the Sample Material. Your use of all other portions of the Product is governed by the terms of this EULA, including any license grant set forth herein applicable to the Product, the terms of the applicable Annex referenced in section 4 below, and any additional terms in the Order.

3.5.2. Optional Components in On-Premise Products. An On-Premise Product licensed and delivered to you may include on the media or in the electronically delivered files, as applicable, components, features or other On-Premise Products for which a separate license purchase and license key(s) or control code(s) are required. You are permitted to use only the On-Premise Product(s) and/or components thereof for which you have ordered and received a valid license key or control code.

3.5.3. On-Premise Products Available via a Container Method. If we offer a download option for an On-Premise Product in a container image then the On-Premise Product will be provided in a container image that may also contain third party product(s) as identified in the Special Notices accompanying the On-Premise Product, and subject to the additional licensing terms referenced in the Special Notices. Notwithstanding anything to the contrary in this EULA, we make no representations or warranties and assume no indemnification obligations regarding such third-party product(s), its/their operation or its/their security. User modifications to the version of the third-party product(s) provided by us in the container image, even if permitted under the applicable license referenced in the Special Notices, may result in errors or instability in performance of the On-Premise Product which are not covered by us under warranty or maintenance terms. You are responsible for obtaining, at your own expense, any required licenses from the supplier of the container technology to deploy the container image that contains the On-Premise Product and the above-referenced third-party products, and any such deployment of the On-Premise Product must comply with the terms and conditions of this EULA.

3.6. Maintenance and Support. In addition to the maintenance and support terms in section 1.8 (Maintenance), the following additional terms apply: (i) if you purchase annual maintenance and support for a Product in accordance with section 1.8.2 (Maintenance and Support for Perpetual or Term License Types), then you must purchase it for all copies or licenses of the Product; and (ii) the term “Update” as defined in section 1.1.19 does not include any new products for which we generally charge a separate license fee.

3.7. Additional Terms Relevant for Updates. If this EULA applies to an Update to an On-Premise Product previously licensed to you and the license agreement you accepted at time of purchase of the On-Premise Product license contains terms substantially similar to section 2.A.2 of this EULA, then, in regards to section 2.A.2, the following applies: sections 1.2.5, 1.2.7 and 1.7 of this EULA, and the definitions of any defined terms referenced in those sections set forth in section 1.1 of this EULA, will be deemed to be incorporated into this section 3 and will constitute terms applicable to the Update pursuant to section 2.A.2(ii).

4. PRODUCT SPECIFIC TERMS

The Product-specific terms and conditions are set out in separate Annexes as follows:

MarkLogic Products and/or Semaphore Products:	Annex A
Progress Data Cloud:	Annex B

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ANNEX A

This Annex A (“Annex”) only applies if you have licensed a MarkLogic Product and/or a Semaphore Product. Unless a term in this Annex uses the defined terms “MarkLogic Product” or “Semaphore Product”, the terms herein will refer to “Product” or “Products”, meaning they apply whether you have licensed a MarkLogic Product or a Semaphore Product. Progress® Semaphore™ Cloud is not covered by this Annex. Progress® Data CloudSM is the successor service to Progress® Semaphore™ Cloud and is covered by and subject to the terms of this EULA and Annex B.

A.1. Telemetry. This section is supplemental to the terms set forth in section 1.13 (Data Collection and Personal Data). You acknowledge that the Product has telemetric features, which, if enabled, will permit automatic reporting of anonymized Product usage information to us and/or our Affiliates for internal compliance verification purposes. Such telemetric features will be enabled by default and will report non-personal usage information to us and/or our Affiliates. Such information includes core usage statistics, including the number and type of Cores and operating environments (e.g., production, test, dev, etc.) dedicated to running the Product. Information reported by the telemetric features of the Product may also include the version of Product and operating system(s) used by you. Such information will not include personally identifiable information.

A.2. MarkLogic Product Specific Terms

A.2.1. MarkLogic Product-Specific Rights/Rules. If an Order lists a MarkLogic Product under section A.2.1, the corresponding license rights and rules below will apply (unless otherwise expressly stated in the Order).

A.2.1.1. Progress® MarkLogic® FastTrack™ SDK is available only as a Limited Purpose License for development purposes, allowing you to build and/or maintain data driven applications or interfaces for accessing, extracting and analysing data stored in a Progress® MarkLogic® Server product separately licensed to you. A separate Progress® MarkLogic® FastTrack™ SDK license is required for each General Purpose License of the Progress® MarkLogic® Server product used in production and for which you intend to use the applications or interfaces built and/or maintained with the Progress® MarkLogic® FastTrack™ SDK product. To deploy the applications or interfaces you build and/or maintain with the Progress® MarkLogic® FastTrack™ SDK product, you must purchase the applicable Progress® MarkLogic® FastTrack™ license(s) as described in section A.2.1.2. You must continue to maintain active Progress® MarkLogic® FastTrack™ SDK license(s) pursuant to this section A.2.1.1 and active Progress® MarkLogic® FastTrack™ license(s) pursuant to section A.2.1.2 at all times while such applications or interfaces are in use. For the avoidance of doubt, if you receive an Order that includes Progress® MarkLogic® FastTrack™ SDK as part of a grouping of MarkLogic Product(s) designated as being applicable for a production environment, then, notwithstanding the reference to production, the license to Progress® MarkLogic® FastTrack™ SDK will always be a Limited Purpose License for development purposes only unless the Order contains an express statement referencing this section A.2.1.1 and explicitly modifying the limitations in this section.

A.2.1.2. Progress® MarkLogic® FastTrack™. To deploy the applications or interfaces you build and/or maintain with the Progress® MarkLogic® FastTrack™ SDK product in a Pre-Production/Staging environment or QA/UAT/Testing environment, you will need to purchase a Limited Purpose License for the Progress® MarkLogic® FastTrack™ product for Pre-Production/Staging (in accordance with section 3.3.1.2.1) or QAT/UAT/Testing (in accordance with section 3.3.1.2.2), as applicable. To deploy the applications or interfaces you build and/or maintain with the Progress® MarkLogic® FastTrack™ SDK product in production, you must purchase a General Purpose License for the Progress® MarkLogic® FastTrack™ product. You must purchase a separate Progress® MarkLogic® FastTrack™ product license for each separately licensed Progress® MarkLogic® Server product with which you wish to use the applications or interfaces built and/or maintained with the Progress® MarkLogic® FastTrack™ SDK product, and the number of Cores for each such Progress® MarkLogic® FastTrack™ product license must match the number of licensed Cores for the corresponding Progress® MarkLogic® Server product license. The license category (i.e., General Purpose or Limited Purpose, and if Limited Purpose, the particular purpose described in section 3.3.1.2) for the Progress® MarkLogic® FastTrack™ product license must match the license category for the Progress® MarkLogic® Server product license.

A.2.1.3. Progress® MarkLogic® FastTrack™ Pilot is available only as a Limited Purpose License for development purposes to build data driven applications or interfaces for accessing, extracting and analysing data stored in a Progress® MarkLogic® Server product separately licensed to you. Notwithstanding anything to the contrary in section 3.3.1.2.4, you may use the Progress® MarkLogic® FastTrack™ Pilot product to test the applications or interfaces, subject to and in accordance with the limitations set forth in this section. A separate Progress® MarkLogic® FastTrack™ Pilot license is required for each General Purpose License of the Progress® MarkLogic® Server product used in production and for which

you intend to deploy (for non-production trial or experimentation purposes only) the applications or interfaces built with the Progress® MarkLogic® FastTrack™ Pilot product. A Progress® MarkLogic® FastTrack™ Pilot product may only be used for evaluation, trial and experimentation purposes and is limited to a maximum subscription license period of twelve (12) months and is non-renewable. To deploy the applications or interfaces you build with the Progress® MarkLogic® FastTrack™ Pilot product in production, you must purchase licenses for Progress® MarkLogic® FastTrack™ SDK and Progress® MarkLogic® FastTrack™ for each licensed Progress® MarkLogic® Server product for which you wish to deploy the applications or interfaces in accordance with sections A.2.1.1 and A.2.1.2, respectively. For the avoidance of doubt, if you receive an Order that includes Progress® MarkLogic® FastTrack™ Pilot as part of a grouping of MarkLogic Product(s) designated as being applicable for a production environment, then, notwithstanding the reference to production, the license to Progress® MarkLogic® FastTrack™ Pilot will always be a Limited Purpose License as described in this section A.2.1.3 unless the Order contains an express statement referencing this section A.2.1.3 and explicitly modifying the limitations in this section.

A.2.1.4. **Progress® Corticon® for MarkLogic® – Rules Editor (“Rules Editor Product”)** is available only as a Limited Purpose License for development purposes, allowing you to create, edit and package rules to operate within the Progress® MarkLogic® Server product environment separately licensed to you. A separate Rules Editor Product license is required for each General Purpose License of the Progress® MarkLogic® Server product used in production and for which you intend to use the rules created with the Rules Editor Product. To deploy the rules you create with the Rules Editor Product, you must purchase the applicable Progress® Corticon.js® for MarkLogic® license(s) as described in section A.2.1.5. You must continue to maintain active Rules Editor Product license(s) pursuant to this section A.2.1.4 and active Progress® Corticon.js® for MarkLogic® license(s) pursuant to section A.2.1.5 at all times while such rules are in use. For the avoidance of doubt, if you receive an Order that includes the Rules Editor Product as part of a grouping of MarkLogic Product(s) designated as being applicable for a production environment, then, notwithstanding the reference to production, the license to the Rules Editor Product will always be a Limited Purpose License for development purposes only unless the Order contains an express statement referencing this section A.2.1.4 and explicitly modifying the limitations in this section.

A.2.1.5. **Progress® Corticon.js® for MarkLogic®.** To deploy the rules you create with the Rules Editor Product in a Pre-Production/Staging environment or QA/UAT/Testing environment, you will need to purchase a Limited Purpose License for the Progress® Corticon.js® for MarkLogic® product for Pre-Production/Staging (in accordance with section 3.3.1.2.1) or QAT/UAT/Testing (in accordance with section 3.3.1.2.2), as applicable. To deploy the rules you create with the Rules Editor Product in production, you must purchase a General Purpose License for the Progress® Corticon.js® for MarkLogic® product. You must purchase a separate Progress® Corticon.js® for MarkLogic® product license for each separately licensed Progress® MarkLogic® Server product environment in which you wish to deploy the rules created with the Rules Editor Product, and the number of Cores for each such Progress® Corticon.js® for MarkLogic® product license must match the number of licensed Cores for the corresponding Progress® MarkLogic® Server product environment. The license category (i.e., General Purpose or Limited Purpose, and if Limited Purpose, the particular purpose described in section 3.3.1.2) for the Progress® Corticon.js® for MarkLogic® product license must match the license category for the Progress® MarkLogic® Server product license.

A.2.1.6. **Any MarkLogic Product Options, Add-Ons or Tools licensed on a Core basis.** Each MarkLogic Product option, add-on, or tool licensed to you on a Core basis must be licensed for a quantity of Cores that matches the Core count for the licensed Progress® MarkLogic® Server environment such option, add-on or tool is operating in.

A.3. Semaphore Product Specific Terms.

A.3.1. **Indefinite Term License.** If a Semaphore Product is identified in the Order as being licensed on an indefinite term basis, then your right to use the Semaphore Product continues indefinitely subject to you purchasing consecutive renewal support subscription periods for the Semaphore Product in accordance with the terms of this EULA and the Order. Either you or we may opt not to renew the support by giving the other party written notice of the decision not to renew at least sixty (60) days prior to the expiration of the initial support subscription period or then-current renewal support subscription period (or in accordance with such notice period specified in the Order if different). If you exercise the option not to renew, then your license to the Semaphore Product will terminate. If we exercise the option not to renew, then your license to the Semaphore Product will continue. For the avoidance of doubt, we may offer limited support options for the Semaphore Product in advanced phases of the product lifecycle (e.g., retirement phase). Any such limited support option will not be deemed to be an exercise by us of our option not to renew, and if we offer any support option for the Semaphore Product (including a limited support option) and you opt not to purchase it, then your license to the Semaphore Product will terminate. The initial support period and each renewal support period entered into by you and us is non-cancellable, subject to the termination rights set forth in this EULA.

A.3.2. **Semaphore Product-Specific Rights/Rules.** If an Order lists a Semaphore Product under section A.3.2, the corresponding license rights and rules below will apply (unless otherwise expressly stated in the Order).

A.3.2.1. **Knowledge Model Management (KMM).** A KMM license includes five (5) licensed contributor users and unlimited reviewer users of KMM. Additional contributor users of KMM are licensed separately.

A.3.2.2. **Additional KMM User Pack.** Additional KMM User Pack includes a bundle of five (5) KMM contributor users.

A.3.2.3. **Semantic Integration Service (SIS).** A SIS license includes one (1) Core of Semantic Enhancement Server (SES) or Concept Server, which provides concept mapping, search as you type, and model browsing APIs. If you require both SES and Concept Server, then you must purchase an Additional SIS Pack.

A.3.2.4. **Additional SIS Pack.** Additional SIS Pack is an additional SES or Concept Server Core to provide further throughput for concept mapping, search as you type and model browsing APIs.

A.3.2.5. **Application Product Integration Pack.** Application Product Integration Pack provides an integration between Classification and Language Services (CLS), SIS and the source application to enable a flow of data between the systems for content processing. Application Product Integration Pack is licensed per integration. Configuration of data mapping/placement will be required. Application Product Integration Pack may be required for application product search engines, content management systems, etc. Contact your Semaphore sales representative for availability.

ANNEX B

This Annex B (“Annex”) only applies if you have licensed Progress® Data CloudSM service. The Progress® Data CloudSM managed service is a Hosted Service and may be referred to as such in this Annex.

B.1. Products Deployed in the Progress® Data CloudSM. You must already own or purchase a license for any Eligible Product that you wish to deploy in the Hosted Service. “Eligible Product” means a MarkLogic Product or Semaphore Product that we make generally available for deployment in the Progress® Data CloudSM. Unless otherwise expressly agreed in a written instrument mutually executed by you and us, your use of the Eligible Product(s) in the Hosted Service will be governed by: (a) the terms of the EULA, (b) the applicable Annex for each Eligible Product and (c) this Annex. In the event of conflict among the terms, the order of precedence shall be: first, this Annex; second, the applicable Annex for the Eligible Product; and third, the EULA. Unless otherwise expressly agreed by us, an Eligible Product must be licensed to you under a subscription license model, and any MarkLogic Product(s) or Semaphore Product(s) licensed to you under a perpetual, enterprise license, indefinite license or other licensing model will not be considered an Eligible Product. The applicable license category (i.e., General Purpose License or Limited Purpose License as described in section 3.3.1 of this EULA) for the Hosted Service will be the same as the license category for the Eligible Product that you wish to deploy in the Hosted Service.

B.2. Portability.

B.2.1. If either you or we opt not to renew the Hosted Service in accordance with the terms set forth in the applicable Order, or if the Hosted Service is terminated for any reason pursuant to the EULA, this Annex or the applicable Order for the Hosted Service, or if you choose to move the Eligible Product at any time to another environment, then you may continue to use the Eligible Product for the remainder of the license term in another environment subject to the terms of the EULA accepted by you at the time of download of the Eligible Product and the Order applicable to your purchase of the Eligible Product license. Notwithstanding the foregoing, if you already owned a license to the Eligible Product prior to subscribing to the Hosted Service and that license was governed by a separate software license agreement between you and us, then, following the termination of the Hosted Service or your election to move to another environment, your use of the Eligible Product will revert back to being governed by such separate software license agreement and the terms of the Order applicable to your purchase of the Eligible Product license.

B.2.2. If you choose to move the Eligible Product to another environment in accordance with section B.2.1 above, then you must give us at least thirty (30) days’ prior written notice (or such longer or shorter notice period specified in the Order for the Hosted Service) that you are cancelling the Hosted Service. If you opt to cancel the Hosted Service in accordance with this section B.2 during the term of the Hosted Service, you will remain responsible for all fees owing under the Order for the Hosted Service for the remainder of the term in accordance with the payment terms set out in such Order, regardless of any early cancellation by you.

B.3. Support. During the term of the Hosted Service, support and maintenance services will be governed by the support terms located at [Progress Data Cloud Support Terms](#) and incorporated herein by reference (“**Hosted Service Support Terms**”). If the Order for the Eligible Product references different support terms, then, for the duration of the Hosted Service, those other support terms will be deemed to be replaced and superseded by the Hosted Service Support Terms.

B.4. Your Account Authentication. You acknowledge that the Hosted Services utilize OAuth 2 / OpenID Connect to delegate authentication to your identity provider (IDP) services, and we do not control such services. Where an IDP offers multi-factor authentication services or similar authentication methods to protect logins, you are strongly encouraged to enable such services or methods. Additionally, we reserve the right to update the Hosted Services from time to time to align with evolving security industry standards, including, without limitation, making your use of multi-factor authentication or other authentication method, a pre-requisite to gaining access to the Hosted Services.

B.5. Your Data Backup. We will follow our standard archival procedures for storage of that portion of Your Data that constitutes configuration data that is stored in the Hosted Services in accordance with section 2.B.5.1. Notwithstanding anything to the contrary in the EULA (including section 2.B.5.1) or this Annex, you are solely responsible for implementing archival and backup procedures for all other portions of Your Data. Refer to the Documentation associated with the Hosted Services for details on available methods for completing such backups.

B.6. Your Data Portability. Upon termination of your subscription to the Hosted Service, we will retain Your Data for thirty (30) days immediately following the termination of the Hosted Service during which we will, upon receipt of your written request, provide you with the necessary access to allow you to export Your Data utilizing the then-available export and backup capabilities included in the Eligible Product and/or Hosted Service. After that thirty (30) day period, we will have no obligation to maintain or provide Your Data and will thereafter delete or destroy all copies of Your Data in our

possession/control as provided in the Documentation for the Hosted Service, unless such deletion or destruction is legally prohibited.