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## SAS Visual Investigator 10.8

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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Version 3, 29 June 2007

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analysis/common/src/resources/org/apache/lucene/analysis/bg/stopwords.txt,  
analysis/common/src/resources/org/apache/lucene/analysis/hi/stopwords.txt,  
analysis/common/src/resources/org/apache/lucene/analysis/bn/stopwords.txt  
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analysis/common/src/java/org/apache/lucene/analysis/de/GermanLightStemmer.java  
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analysis/common/src/java/org/apache/lucene/analysis/es/SpanishLightStemmer.java  
analysis/common/src/java/org/apache/lucene/analysis/fin/FinnishLightStemmer.java  
analysis/common/src/java/org/apache/lucene/analysis/fr/FrenchLightStemmer.java  
analysis/common/src/java/org/apache/lucene/analysis/fr/FrenchMinimalStemmer.java  
analysis/common/src/java/org/apache/lucene/analysis/hu/HungarianLightStemmer.java  
analysis/common/src/java/org/apache/lucene/analysis/it/ItalianLightStemmer.java  
analysis/common/src/java/org/apache/lucene/analysis/pt/PortugueseLightStemmer.java  
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- (h) permit your Affiliates to access or use the Product unless specifically authorized elsewhere in this EULA or the Order.

1.2.5. 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.

1.2.6. 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 1.2.7 (Third Party Notices).

1.2.7. 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 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).

1.2.8. 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 1.18.2. of this EULA, governing a purchase order or other document you supply in connection with this EULA, shall apply to such Order.

1.2.9. 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 <http://investors.progress.com/governance.cfm>) 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. 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 (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 and/or Product (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 is 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 will be only as set out herein. The Product 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 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 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.

1.7. Maintenance.

1.7.1. Our Maintenance and Support Policies. If we offer and you purchase maintenance and 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>.

1.7.2. 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.

1.7.3. 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.

## 1.8. Fees and Taxes.

1.8.1. 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.

1.8.2. 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.

1.8.3. 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.

1.8.4. Orders between You and Our Authorized Reseller. Notwithstanding the above terms of this section 1.8 (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 1.8 (Fees and Taxes).

1.8.5. 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.

## 1.9. Warranties.

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

1.9.2. 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, the Product will not restart or otherwise affect the warranty period.

1.9.3. Warranty Exclusions. The warranty specified in section 1.9.2 (Product Compliance with Documentation) does not cover 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.

1.9.4. Warranty Disclaimers. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 1.9 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.

## 1.10. Indemnification.

### 1.10.1. Our Indemnification Obligation.

1.10.1.1. 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.

1.10.1.2. 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 1.10.1.3 (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 1.10.1.3 (Our Options) and you have not ceased all use of the Product within thirty (30) days of such notification.

1.10.1.3. 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 1.10.1 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.

#### 1.10.2. Your Indemnification Obligation.

1.10.2.1. 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 1.10.1 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.

1.10.3. Control of the Defense or Settlement. For any indemnification obligation covered in section 1.10.1, "Indemnifying Party" means us, "Indemnified Party" means you, and "Claim" means an IP Claim. For any indemnification obligation covered in section 1.10.2, "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 1.10.1 or 1.10.2, 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.

#### 1.11. Confidentiality.

1.11.1. Confidentiality Obligations. Except as otherwise provided herein, each party agrees to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, and agrees to make no use of such information and know-how 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 1.11 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.

1.11.2. 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.

1.11.3. Remedies for Breach of Confidentiality Obligations . Each party acknowledges that in the event of a breach or threat of breach of this section 1.11, 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.

#### 1.12. Data Collection and Personal Data.

1.12.1. 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.

1.12.2. 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).

1.12.3. 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 1.14 (Audit), you may submit a written request at [privacy@progress.com](mailto:privacy@progress.com) for the mutual execution of a Data Processing Addendum substantially in the form we make available at <https://www.progress.com/docs/default-source/progress-software/data-processing-addendum.pdf> and we will enter into such Data Processing Addendum with you. To the extent there is any conflict between this EULA and such Data Processing Addendum, the Data Processing Addendum will prevail with respect to our handling and processing of your Personal Data.

1.13. Limitation of Liability and Disclaimer of Certain Types of Damages.

1.13.1. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET OUT IN THIS EULA OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 1.11 (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.

1.13.2 Disclaimer of Certain Types of Damages. EXCEPT FOR 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.

1.14. 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 1.11 (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.

1.15. Termination.

1.15.1. 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.

1.15.2. 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 required any Permitted Third Parties 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.

1.15.3. 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.

1.16. 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).

1.17. 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.

1.18. Miscellaneous.

1.18.1. 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: 14 Oak Park Drive, Bedford, MA 01730, 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.

1.18.2. 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.

1.18.3. 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.

1.18.4. 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.

1.18.5. 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.

1.18.6. 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.

1.18.7. 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 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 the license agreement accompanying the Update, 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 THIS SECTION IS NOT APPLICABLE

### 3. PRODUCT FAMILY SPECIFIC TERMS

This section specifies terms and conditions that are applicable to the following On-Premise Products, as made generally available by us to our customers: (1) all Progress OpenEdge products (excluding Progress OpenEdge Developer Kit), (2) all Progress DataDirect ODBC, JDBC, ADO.NET, Sequelink, OpenAccess, Hybrid Data Pipeline and Data Integration products; and (3) all Progress Corticon products.

Default License Type for each of the above-referenced On-Premise Products: Perpetual

#### 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) or section 2 (Terms for On-Premise Products).

3.1.1. "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.

3.1.2. "Container" means a software package that relies on virtual isolation to deploy and run on the same Server multiple Product instances, components of the Product, or the applications utilizing the Product, while accessing a shared operating system kernel.

3.1.3. "Core" means a core processor of a CPU as allocated by you made up of an independent processor combined onto a single integrated circuit or silicon chip, in both a virtualized and/or non-virtualized environment, and regardless of whether used in a production or non-production (e.g., test, development) environment.

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. "Named User" means a single individual, Non-Human Operated Device or Process.

3.1.7. "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.

3.1.8. "Platform" means a specific combination of the hardware and the operating system, a change to either would constitute a platform change.

3.1.9. "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.

3.1.10. "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. If the Product is installed on a Container, such Container is treated as a separate Server.

3.1.11. "Site" means a single building or campus of buildings sharing the same postal address.

3.1.12. "Use Case" means a description in the Order of one or more limitation(s) on the way the Product may be used by you. Such limitation(s) may include, but are not limited to, use of the Product only for a specific project, application, line of business, purpose of use or group of users.

3.2. License Grant. Subject to the terms and conditions contained in this EULA, including 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 model applicable to the Product license granted to you will be identified in the Order and described in section 3.4 (Product Family License Models) or section 4.2 (Product-Specific License Models).

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

3.3.1. Internal Use; No Affiliate Use. Your use of the Product and Documentation is limited to internal use within your company. 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").



3.3.2. No Use by Others. Except as otherwise expressly permitted in this EULA, you may not allow the Product to be accessed, used or possessed by another party. For these purposes, the term "use" will include, without limitation, direct or indirect use via thin-client or web-based remote access software which but for the use thereof would have required a copy of the Product to be installed or used locally by that user.

3.3.3. No Time Sharing or Similar Services. You will have no right to use the Product to provide outsourced services, or facility management services or to act as or operate a service bureau or provide information, data processing, subscription or hosting services for another party.

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

3.4.1. CPU License. A CPU License grants you the right to run the Product, or an application which can access the Product, on a single CPU, on a single Server and on a single Platform, where such CPU contains only one Core. If the CPU contains more than one Core, then you must either purchase a Core License for the Product or, if no Core License model is available for the Product, then each Core in the CPU will count as one (1) CPU. Additional CPU License(s) are required for each CPU on a Server that runs the Product, including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one Server or Platform to another.

3.4.2. Named User/Seat License. A Named User or Seat License grants you the right to designate a Named User to access and use the Product or access and use an application which can access 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, but the Product must be used on a single Platform. 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 1.16 (No Assignment). All Named Users must be bound to the terms and conditions of this EULA.

3.4.3. Server/Machine License. A Server or Machine License grants you the right to install and use the Product, or an application which can access the Product, on a single Server and on a single Platform. Additional Server or Machine License(s) are required for each Server that runs the Product including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Server or Machine License may not be transferred from one Server or Platform to another.

3.4.4. Site License. A Site License grants you the right to install and use the Product, or an application which can access 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, or an application which can access the Product is used in a virtualized and/or non-virtualized environment.

3.4.5. Application Specific License. If the Order lists a specific application authorized for use with the Product, or if you obtained the Product in conjunction with a software application provided by a third party, the Product is licensed for use only with that application. Use with any other application/product is strictly prohibited. You will also be subject to the license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Named User/Seat License, etc.) designated in the Order. In no event do we 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.

3.4.6. Developer License. A Developer License limits your access to and use of the Product to 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. You will also be subject to the license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Server/Machine License, etc.) designated in the Order. A Developer License may not be transferred.

3.4.7. Disaster Recovery License. A Disaster Recovery License will only be used by you for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. In that case, a Disaster Recovery License grants you the right to use the Product for a period not to exceed ninety (90) days ("D/R Deployment Period"). You will notify us in writing within five (5) business days of the commencement of the D/R Deployment Period. You will also be subject to the same quantity limits and license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Server/Machine License, etc.) designated in the Order. 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 1.16 (No Assignment).

3.4.8. Evaluation License. An Evaluation License grants you the right to use the Product solely for evaluation, demonstration, prototyping, testing and/or proof of concept purposes in accordance with the terms set forth in section 1.2.5 (Limitations on Evaluation or Trial Licenses), and not in conjunction with the development or deployment of any software application. No commercial product development work is authorized. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE PRODUCT LICENSED TO YOU PURSUANT TO AN EVALUATION LICENSE CONTAINS A DISABLING DEVICE THAT WILL AUTOMATICALLY DISABLE THE PRODUCT THIRTY (30) DAYS FROM INSTALLATION OR AT THE END OF SUCH LONGER OR SHORTER

PERIOD OF TIME AS MAY BE SPECIFIED IN AN ORDER OR AGREED BY YOU AND US IN WRITING.

3.4.9. Testing and Staging License. A Testing and Staging License grants you the right to use the Product for internal quality assurance testing purposes only and you may not deploy the Product in a production environment. You will also be subject to the license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Server/Machine License, etc.) designated in the Order. A Testing and Staging License may not be transferred.

### 3.5. General Usage Limitations

#### 3.5.1. Templates, Samples and/or Accelerators.

3.5.1.1. No Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, INCLUDING WITHOUT LIMITATION ANYTHING TO THE CONTRARY IN SECTION 1.9 (WARRANTIES), ANY TEMPLATES, SAMPLES OR ACCELERATORS THAT ARE LOCATED IN THE PRODUCT AND DESCRIBED IN THE DOCUMENTATION AS A SAMPLE, TEMPLATE OR ACCELERATOR, ARE PROVIDED SOLELY ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. WE MAKE NO WARRANTIES WITH RESPECT TO SUCH TEMPLATES, SAMPLES AND/OR ACCELERATORS, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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 above-mentioned templates, samples or accelerators, as may be configured by you for your own implementation. You will be solely responsible for the use and configuration of said templates, samples and/or accelerators.

3.5.1.3. Ownership of Templates, Samples and/or Accelerators. We retain all ownership rights in and to the above-mentioned templates, samples and/or accelerators, and any modifications thereto or derivatives thereof, in accordance with section 1.6.1 (IP Ownership).

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

3.5.3. Use Case and/or User Group Restrictions. If the Order indicates that the Product may be used for specific Use Case(s) or by specific user group(s), the Product may only be used for the Use Case(s) and/or by the user group(s) listed in the Order.

3.5.4. Products Available via a Container Method. If we offer a download option for the Product in a container image then the Product will be provided in a container image that may also contain third party product(s) as identified in the Special Notices accompanying the 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 in regard to 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 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 Product and the above-referenced third-party products and any such deployment of the Product must comply with the terms and conditions of this EULA.

3.5.5. Technical Preview Features. Product(s) may include features that are identified as a "Technical Preview", and if included, such features are documented in the Documentation such as the Product Releases Notes. We are not obligated to provide any maintenance, technical or other support for the Technical Preview features, but may, from time to time, provide technical support and/or Updates to the Technical Preview features at our sole discretion. All such Updates will be subject to the terms and conditions of this EULA, including, without limitation, the terms and conditions set forth in this section. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 1.9 (WARRANTIES), TECHNICAL PREVIEW FEATURES, ANY UPDATES THERETO AND ANY RELATED TECHNICAL SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE MAKE NO WARRANTIES WITH RESPECT TO THE TECHNICAL PREVIEW FEATURES, ANY UPDATES THERETO, OR ANY RELATED TECHNICAL SUPPORT SERVICES, WHETHER EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

### 4. PRODUCT-SPECIFIC TERMS

This section specifies terms and conditions that are applicable to Products included in the Progress DataDirect ODBC, JDBC, ADO.NET, SequeLink, OpenAccess, Hybrid Data Pipeline and Data Integration product lines.

4.1. Product Specific Definitions. Any defined term used in this section 4 (Product-Specific Terms) but not defined herein will have the meaning ascribed to it in section 1 (General Terms and Conditions), section 2 (Terms for On-Premise Products) or section 3 (Product Family Specific Terms).

4.1.1. "Custom Driver" means a data connectivity driver resulting from the use of the DataDirect OpenAccess Runtime Components in combination with the User Interface Provider.

4.1.2. "Progress OpenAccess Development Product(s)" means Product(s) (in object code form) described in the Order as an "OpenAccess SDK" (or similar label or identifier) and that consist of a software development toolkit (SDK) that may be used to develop a User Interface Provider.

4.1.3. "Progress OpenAccess Runtime Components" means the runtime software components (in object code form) that are included in the Progress OpenAccess Development Product(s).

4.1.4. "Progress OpenAccess Runtime Product(s)" means the Progress OpenAccess Runtime Components (in object code form) specified in the Order that may be used in connection with the deployment of the Custom Driver in an internal production environment.

4.1.5. "User Interface Provider" means computer program code written by or for you that provides the interface between the Progress OpenAccess Runtime Components and your data source.

4.2. Product Specific License Models. This section specifies license models that may be applicable to one or more Products in the Progress DataDirect ODBC, JDBC, ADO.NET, SequeLink, OpenAccess, Hybrid Data Pipeline and Data Integration product lines. Note that not all license models are available for all Products.

4.2.1. Authorized User License. If the Product is licensed on an Authorized User basis, then the Product may be used on a single computing machine which may be accessed by the number of Authorized Users specified in the Order. In no event shall the number of persons authorized to have access to the Product exceed the number of Authorized Users identified in the Order. The right to use the Product is not based on concurrent users, but instead on an actual "Authorized User" basis. You must, upon request by Progress, identify each Authorized User who will have access to the Product and provide that information to Progress.

4.2.2. Concurrent User License. If the Product is licensed on a Concurrent User basis, then the Product may be installed and used on multiple machines for access by multiple users provided that at any given time the maximum number of Concurrent Users accessing or using the Product may not exceed the number of Concurrent Users identified in the Order. A "Concurrent User" is a single individual making use of or accessing the Product under a Concurrent User License model and will be deemed a "Concurrent User" at all times while such use or access is occurring.

4.2.3. Connection Basis (for DataDirect Connect for ODBC, DataDirect for ODBC). If the Product licensed to you is a Progress DataDirect Product which incorporates the term "for ODBC" into the Product name or Product description or which is otherwise designated as being "for ODBC", and if the Product is licensed on a Connection basis, then a license fee must be paid for both the maximum number of simultaneous Connections utilized by the Server and the maximum number of CPUs utilized by the Server whether or not such access is simultaneous or consecutive. For the purposes of this provision only a "Connection" is defined as the driver state after a successful call to SQLConnect, SQLDriverConnect, or SQLBrowseConnect and before termination of this state, normally through a successful call to SQLDisconnect. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each core processor count as one (1) CPU. The Product may only be used by Server-based applications running on that Server accessed by other computers and may not be installed via file sharing on a local area network file system.

4.2.4. Connection Basis (for DataDirect Connect for JDBC, DataDirect for JDBC). If the Product licensed to you is a Progress DataDirect Product which incorporates the term "for JDBC" into the Product name or Product description or which is otherwise designated as being "for JDBC", and if the Product is licensed on a Connection basis, then a license fee must be paid for both the maximum number of simultaneous Connections utilized by the Server and the maximum number of CPUs utilized by the Server whether or not such access is simultaneous or consecutive. For the purposes of this provision only a "Connection" is defined as the driver state after a successful call to the DriverManager.getConnection method or the driver's Driver.connect, DataSource.getConnection ConnectionPoolDataSource.getPooledConnection, XADataSource.getXAConnection, or ManagedConnectionFactory.createManagedConnection methods and before termination of this state, normally through a successful call to the driver's Connection.close, PooledConnection.close or ManagedConnection.destroy methods. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each core processor count as one (1) CPU. The Product may only be used by Server-based applications running on that Server accessed by other computers and may not be installed via file sharing on a local area network file system.

4.2.5. Connection Basis (for DataDirect Connect for ADO.NET only). If the Product is licensed on a Connection basis, then a license fee must be paid for both the maximum number of simultaneous Connections utilized by the Server and the maximum number of CPUs utilized by the Server whether or not such access is simultaneous or consecutive. For the purposes of this provision only a "Connection" is defined as the provider state after a successful call to the Open method in the System.Data.Common.DbConnection class or the DDTek.DB2.DB2Connection class or the DDTek.Oracle.OracleConnection class or the DDTek.SQLServer.SQLServerConnection class or the DDTek.Sybase.SybaseConnection class and before termination of this state, normally through a successful call to the Close method in the System.Data.Common.DbConnection class or the DDTek.DB2.DB2Connection class or the DDTek.Oracle.OracleConnection class or the DDTek.SQLServer.SQLServerConnection class or the DDTek.Sybase.SybaseConnection class. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each core processor count as one (1) CPU. The Product may only be used by Server-based applications running on that Server accessed by other computers and may not be installed via file sharing on a local area network file system.

4.2.6. Core License. If the Product is licensed on a Core basis, then you may run the Product on a single Core, on a single Server. The total number of Cores on the Server may not exceed the total number licensed to you. Additional Core License(s) are required for each Core of a Server on which the Product runs, including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting.

4.2.7. Virtualized Environment. The terms of this section apply only to Products licensed under a Core license model. Notwithstanding anything in the EULA to the contrary, you may install and use the Product(s) in a virtual machine environment, provided however, that you must not allow more than the number of applicable licensed Cores to be allocated to each Product via the virtual machine technology. The applicable licensed Cores will be the number of Cores that you are licensed to install and use each Product as specified in the Order. Any allocation of

any portion of a Core's processing ability to the Product will constitute one Core toward the virtual machine environment licensed hereunder. You will be responsible for allocating the Cores to the Product(s) in a manner to ensure compliance with this restriction. Use of the Product(s) in any configuration or environment (including, without limitation, dynamic virtualization where additional Cores could be allocated to the Product(s) at peak load times) that at any time exceeds the restrictions set forth above is strictly prohibited, and requires the purchase of additional licenses.

4.2.8. z/OS Operating System Image License. If the Product is licensed to you on an z/OS Operating System Image basis, then a license fee must be paid for the number of z/OS Operating System Images where the Product is installed. You will identify the number of z/OS Operating System Images where the Product is installed and provide the information to us.

4.2.9. MVS or OS/390 Operating System Image License. If the Product is licensed to you on an MVS or OS/390 Operating System Image basis, then a license fee must be paid for the number of MVS or OS/390 Operating System Images, whichever is applicable, where the Product is installed. You will identify the number of MVS or OS/390 Operating System Images, whichever is applicable, where the Product is installed and provide the information to Progress.

4.2.10. Workstation License. If the Product is licensed on a Workstation basis, each Workstation using or accessing the Product must be licensed. A "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. In no event will the number of workstations utilizing or accessing the Product exceed the number of Workstations identified in the Order.

4.2.11. Http/Https End Point Basis (for Autonomous REST Connector only). If the Autonomous REST Connector Product is licensed with a Http/Https End Point limit, then a license fee must be paid for the maximum number of Http/Https End Points to which the Product shall connect. For the purposes of this provision only, a "Http/Https End Point" is defined as the internal or external http/https data source which you configure the Product to connect to in order to access and use the data stored by that internal or external http/https data source.

4.2.12. Evaluation License Term. Notwithstanding anything to the contrary in section 3.4.8 (Evaluation license), the default license term for any evaluation license granted to you for the Product(s) pursuant to this EULA will be fifteen (15) days.

4.2.13. 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., CPU, Core, Server/Machine, 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 of your license rights in and to the Products will terminate and you must satisfy the requirements in section 1.15.2 (Effect of Termination).

#### 4.3. Product-Specific Usage Limitations.

4.3.1. Runtime License Checker. The Products may include code to verify that you have not exceeded the license keys issued by us (the "Runtime License Checker") and in the event that the Runtime License Checker determines that you have exceeded your license the Products may cease to operate.

4.3.2. Operating Systems or Platforms. If the Order specifies that your license to the Product(s) is/are limited to a specific Operating System ("OS") or Platform, then the Product(s) is/are licensed with the additional restriction that it be used solely in conjunction with the specified OS or Platform. Use with any other OS or Platform is strictly prohibited. Without limiting the foregoing, if the Product is a Progress OpenAccess Development Product (as defined above), then the additional restriction specified in the preceding sentence applies to any part of the Progress OpenAccess Development Product, including, without limitation, the Progress OpenAccess Runtime Components (as defined above) contained therein.

4.3.3. Progress DataDirect and OpenAccess Products "for ODBC". If the Product licensed to you is a Progress DataDirect or OpenAccess Product which incorporates the term "for ODBC" into the Product name or Product description or which is otherwise designated as being "for ODBC", (each the "Licensed Product"), the following additional requirements will apply: we have licensed, and have rights to sub-license certain third party software that is part of the ODBC SDK components and which is usable for certain non-Windows platforms - Mac OS, OS/2, HP-UX, AIX, Linux, Solaris, and other non-Windows operating systems. This section sets forth the conditions that govern your permitted use of the various non-windows SDK components: you are not licensed to use the ODBC Core Components (hereinafter defined) other than with the Licensed Product, or in the case where the Licensed Product is Progress OpenAccess Development Product for ODBC or Progress OpenAccess Runtime Product for ODBC, other than with the Custom Driver (as defined above) created with the use of the Progress OpenAccess Development Product ("Permitted Driver"). Use of the ODBC Core Components with any ODBC drivers other than the Licensed Product, or in the case where the Licensed Product is Progress OpenAccess Development Product for ODBC or Progress OpenAccess Runtime Product for ODBC, other than the Permitted Driver, is expressly prohibited. You may not embed in any products, or otherwise sub-license the ODBC Core Components, without a separate license agreement. For the purposes hereof, the term "ODBC Core Components" means the ODBC Driver Manager and support files for non-Windows operating systems. A separate license must be obtained from us if you want to embed and sub-license the ODBC Header Files (hereinafter defined) with any software product. For the purposes hereof, the term "ODBC Header Files" means the text files for compilation and development of software.

4.3.4. Stylus Studio Products. If the Product licensed to you is a Stylus Studio product the following requirements apply:

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Rev. TMLT30MAR2021DC&I14JUN2021

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