# Access CaseMatters

# Additional Terms

## Progress EULA

The Access Product detailed herein this Order operates upon a third-party database known as Progress. Use of this Access Product (and thus, use of Progress) requires You to be bound by the Progress End User Licence Agreement available in Appendix 6 (the "EULA"). The EULA owner, Progress Software Limited, may release updates to this EULA from time to time. For the avoidance of doubt, this EULA is fully incorporated into the terms of this Agreement.

## Third Party Rights

Notwithstanding clause 10.1, Progress Software Limited (and/or any of its Affiliates), hereafter the "Third Party", may enforce, pursuant to the Contracts (Rights of Third Parties) Act 1999, any of the term of this Agreement relevant to the use of Progress. Other than the Third Party, both You and Us each confirm our intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the application of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. For the purpose of this additional term, "Affiliates" shall mean any company which is a holding company or subsidiary of Progress Software Limited or a subsidiary of a holding company of Progress Software Limited. The definitions of "subsidiary" and "holding company" shall be as given to them at section 1159 of the Companies Act 2006 (as amended from time to time);

## Compact+ Concurrent Users

Where You are purchasing Compact+ from Us, You agree and accept that notwithstanding how many licences have been purchased, that Compact+ is limited to five (5) concurrent Authorised Users using Concurrent+ at any one time.

## No Affiliation with Third Parties

The Customer acknowledges that the Access Product may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in

relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by You with any such third party. Any contract entered into and any transaction completed via any third-party website is between You and the relevant third party, and not Us. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Access Product.

**Threshold**

The number of Named Users/Customer Sites/Accounts corresponding to any particular licence and or Access Product represents the Threshold, If You wish to increase the relevant Threshold, You will need to enter into a supplementary Order.

**Additional Applicable Licensing Terms**

The Additional Terms applicable to this Access Product are available in Appendix 1.

# Appendix 1 - Access UK SaaS Licensing Terms and Conditions

**Reference:** AUK2026-2

**Date:** 21/08/2026

**Applicable Products:** All Access SaaS Products as specified in the Agreement

These Licensing Terms and Conditions form part of the Agreement between Access UK Ltd ("Access") and the licensor ("Customer") for the provision of the Licenced SaaS.

## 1. DEFINITIONS

**"Agreement"** means the contract, framework call-off, purchase order, or other contractual instrument pursuant to which the Customer has procured the Licenced SaaS, including any associated statement of work or order form.

**"Authorised Users"** means those employees or individual contractors of the Customer who are permitted to access and use the Licenced SaaS in accordance with the Agreement.

**"Critical Upgrade"** has the meaning given in clause 9.1 of these Licencing Terms.

**"Customer Data"** means any data, content, or materials uploaded to, processed by, or otherwise made available via the Licenced SaaS by the Customer or its Authorised Users.

**"Documentation"** means the user guides, technical documentation, online help materials, and other supporting materials provided by Access relating to the Licenced SaaS, as updated from time to time.

**"Fees"** means the fees payable by the Customer for the Licenced SaaS as set out in the Agreement.

**"Intellectual Property Rights"** means all intellectual and industrial property rights including patents, trademarks, rights in designs, copyright (including rights in software), database rights, know-how, and all other forms of intellectual property protection, whether registered or unregistered, and including applications for registration, anywhere in the world.

**"Licenced SaaS"** means the Access proprietary software-as-a-service products specified in the Agreement, including all updates, modifications, and new versions made generally available by Access during the term of the Agreement.

**"Permitted Configuration"** means configuration of the Licenced SaaS using only the tools, methods, and parameters expressly specified in the Documentation.

**"SaaS SLA"** means the service level agreement applicable to the Licenced SaaS as notified by Access from time to time.

**"Thresholds"** means any usage restrictions or volume limits applicable to the Licenced SaaS as specified in the Agreement.

**2. LICENCE**

2.1. In consideration of and conditional upon payment of the Fees in accordance with the Agreement, Access grants the Customer a non-exclusive, non-transferable, revocable right, without the right to sublicense, to access and use the Licenced SaaS solely for the Customer's internal business purposes. Such right commences on the date the Licenced SaaS is made available to the Customer and continues for the duration of the Agreement's term.

2.2. The Customer shall use the Licenced SaaS only in accordance with the usage parameters and restrictions specified in the Agreement and the Documentation.

2.3. Access reserves the right to add, modify, and discontinue features of the Licenced SaaS at any time. In relation to any material feature changes, Access will use commercially reasonable efforts to provide reasonable advance notice, except where changes are required to address security vulnerabilities, legal or regulatory compliance obligations, or are otherwise economically or technically necessary.

2.4. Access reserves the right, at its reasonable discretion, to monitor, audit, and review the Customer's use of the Licenced SaaS (including by remote access to usage data and logs) to assess whether the Customer's use exceeds any applicable Thresholds or otherwise falls outside the scope of the licence granted under clause 2.1.

2.5. In the event that the Customer's use of the Licenced SaaS exceeds any applicable Threshold, Access reserves the right to invoice the Customer for the excess usage at Access's prevailing rates, and to adjust the applicable Threshold and associated Fees for the following subscription period accordingly.

2.6. Access shall supply the Licenced SaaS in accordance with the SaaS SLA (available in Appendix 5) applicable at the Effective Date of the Agreement, as updated from time to time.

**3. RESTRICTIONS ON USE**

3.1. The Customer shall not, and shall ensure that its Authorised Users and any third parties shall not:

(a) modify, adapt, or create derivative works of the Licenced SaaS, except through Permitted Configuration;

(b) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code, algorithms, or underlying logic of the Licenced SaaS, except to the extent such restriction is prohibited by applicable law;

(c) copy, reproduce, or make the Licenced SaaS available in any manner not expressly permitted by these Licencing Terms or the Agreement;

(d) remove, obscure, or alter any proprietary notices, branding, or copyright markings on or within the Licenced SaaS or Documentation

(e) use the Licenced SaaS to build, develop, or support a product or service that competes with the Licenced SaaS or any other Access product;

(f) directly access, modify, delete, or otherwise manipulate data in any underlying database of the Licenced SaaS except through the user interface or documented APIs;

(g) circumvent, disable, or otherwise interfere with any security features, access controls, licence enforcement mechanisms, or usage monitoring capabilities embedded in or associated with the Licenced SaaS;

(h) use the Licenced SaaS in violation of applicable laws or regulations, including data protection legislation;

(i) conduct or permit penetration testing, vulnerability scanning, or security assessments on the Licenced SaaS or associated infrastructure without Access's prior written consent; or

(j) upload or introduce any virus, malware, or other harmful code into the Licenced SaaS or any associated infrastructure.

**4. AUTHORISED USERS AND ACCESS CREDENTIALS**

4.1. The Customer shall ensure that access to the Licenced SaaS is limited to Authorised Users only. The number of Authorised Users shall not exceed any user limit specified in the Agreement.

4.2. The Customer shall ensure the security and confidentiality of all access credentials (including usernames, passwords, and any other authentication mechanisms) assigned to or created by the Customer or its Authorised Users. The Customer shall be solely responsible for all activities carried out under such credentials.

4.3. Where multi-factor authentication ("MFA") is available for the Licenced SaaS, the Customer shall ensure that MFA is enabled for all Authorised Users in accordance with Access's recommendations.

4.4. The Customer shall promptly notify Access upon becoming aware of any actual or suspected unauthorised access to or use of the Licenced SaaS or any compromise of access credentials.

4.5. The Customer shall designate a named system administrator responsible for managing Authorised User access and for acting as the primary point of contact with Access in relation to the Licenced SaaS.

**5. THIRD PARTY ACCESS**

5.1. Unless the Agreement explicitly provides otherwise, the Customer shall not share or make available the Licenced SaaS to any third party without Access's prior written consent.

5.2. Where Access consents to third party access under clause 5.1, the Customer may permit access to the Licenced SaaS to: (i) its group companies; (ii) third party service providers acting on the Customer's behalf under a written agreement that imposes obligations no less protective than those in these Licencing Terms; or (iii) such other third parties as are expressly identified in the Agreement. The Customer shall notify Access of any such arrangements and shall remain fully responsible for such third parties' compliance with these Licencing Terms.

**6. INTELLECTUAL PROPERTY**

6.1. Access and its licensors retain all right, title, and interest in and to the Licenced SaaS, including all Intellectual Property Rights therein. This includes all updates, enhancements, modifications, configurations, customisations, derivative works, and any other changes to the Licenced SaaS, whether made by Access, the Customer, or any third party. No Intellectual Property Rights are transferred to the Customer by these Licencing Terms or the Agreement.

**7. CONFIGURATION**

7.1. The Customer may configure the Licenced SaaS to the extent, and in the manner, specified in the Documentation and the Agreement as Permitted Configuration. Access may provide configuration assistance as Consulting Services under the Agreement.

7.2. The Customer is responsible for the accuracy, completeness, and appropriateness of any configuration it undertakes. Access's support obligations do not extend to defects, errors, or issues arising from configuration choices that are inconsistent with the Documentation or Access's recommendations, or that have been performed by a third party not approved by Access.

**8. CUSTOMER OBLIGATIONS**

8.1. The Customer shall:

(a) ensure that all Authorised Users are made aware of, and comply with, these Licencing Terms as a condition of their access;

(b) implement and maintain appropriate technical and organisational security measures to protect the Licenced SaaS and Customer Data against unauthorised access, loss, or disclosure;

(c) promptly notify Access of any security breach, data loss, or unauthorised access affecting the Licenced SaaS or any Customer Data processed within it; and

(d) maintain accurate records of Authorised User numbers and usage, and cooperate fully with any compliance audit conducted by Access in accordance with clause 2.4.

**9. CRITICAL UPGRADES**

9.1. The Customer acknowledges that Access may deploy updates to the Licenced SaaS from time to time to reflect improvements to functionality, security, safety, and regulatory compliance. Access will use commercially reasonable efforts to minimise disruption to the Customer's use of the Licenced SaaS in connection with such updates. The Customer acknowledges that certain updates may be designated by Access, acting reasonably, as critical to the security or functionality of the Licenced SaaS and/or the protection of personal data processed therein ("Critical Upgrade").

9.2. If the Customer fails to implement a Critical Upgrade within the specified timeframe, the Customer acknowledges this may result in:

(a) limited technical support availability for the affected Licenced SaaS; and

(b) increased exposure to security risks and potential regulatory non-compliance.

**10. AI Features**

10.1. Where any Licensed Program includes functionality that uses machine learning or other artificial intelligence (“AI Features”), the Customer's use of those AI Features is additionally subject to the AI Terms incorporated by reference into the Schedule.

10.2. The Customer's use of the Licensed Programs generally (including but not limited to any AI Features) is subject to the Acceptable Use Policy incorporated by reference into the Schedule.

10.3. Where the Customer is licensed to use agentic AI functionality referred to in clause 2 of Schedule 1, such use shall also be subject to the AI Fair Use Policy, which is incorporated into this Schedule by reference.

10.4. The Schedule is incorporated into, and forms part of, these Licencing Terms. As between the Schedule and the rest of these Licencing Terms, the Schedule shall prevail in relation to AI Features to the extent of any conflict; in all other respects, Clause 11.1 governs precedence as between these Licencing Terms and the Agreement.

10.5. Terms used in the Schedule and not defined in these Licencing Terms take the meaning given to them in the Schedule. Unless the context in the Schedule requires

otherwise: “Products and Services” means the Licensed Programs; the “Agreement” mean these Licencing Terms and the wider Agreement of which they form part; and “you”, “your”, “we”, “us” and “our” correspond respectively to the Customer and Access as those terms are used in these Licencing Terms.

10.6. The AI Terms, Acceptable Use Policy and AI Fair Use Policy are incorporated by reference to the versions Access publishes at the URLs in the Schedule.

**11. GENERAL**

11.1. These Licencing Terms shall apply for the duration of the Agreement and shall terminate automatically on expiry or termination of the Agreement.

11.2. These Licencing Terms and Conditions are incorporated into the Agreement. In the event of conflict, these Licencing Terms and Conditions prevail.

**SCHEDULE 1**

**AI Terms, Acceptable Use Policy and AI Fair Use Policy**

This Schedule sets out how the AI Terms, the Acceptable Use Policy and the AI Fair Use Policy referred to in Clause 10 of these Licencing Terms apply to the Licensed Programs. Defined terms used in this Schedule and not otherwise defined below are to be interpreted in accordance with Clause 10.5 above.

**1. Incorporation by Reference**

The following policies, in the form published by Access at the addresses below (as amended by Access from time to time in accordance with their own terms), are incorporated by reference into, and form part of, these Licencing Terms:

A. AI Terms (available in Appendix 2)

B. Acceptable Use Policy (available in Appendix 3)

C. AI Fair Use Policy (available in Appendix 4)

**2. Conflict**

Where the AI Terms, the Acceptable Use Policy or the AI Fair Use Policy conflict with the rest of these Licensing Terms in relation to AI Features, the AI Terms, the Acceptable Use Policy or the AI Fair Use Policy (as applicable) shall prevail.

**3. AI Fair Use Policy — Agentic AI Tier**

The AI Fair Use Policy forms part of the AI Terms and, through the AI Terms, the Agreement. Where the AI Fair Use Policy and the AI Terms address the same subject matter for Agentic AI Tier customers, the AI Fair Use Policy is intended to apply as the more specific provision. For the avoidance of doubt, the Agentic AI Tier applies only

where the Customer is expressly licensed to use agentic AI functionality; it does not apply where a product includes or incorporates AI functionality generally.

## Appendix 2 - AI Terms

Capitalised terms used but not defined in these AI Terms have the meaning given in the Core Terms.

These Artificial Intelligence Terms ("AI Terms") sets out terms and conditions for the use of functionality within Our Products and Services that uses machine learning or other artificial intelligence (collectively, "AI Features"). In these AI Terms, "we," "us," and "our" refer to The Access Group, and "you" and "your" refer to the individual or entity using the AI Products and Services.

"AI Products and Services" means the AI Features and the Products and Services they form part of or are made available through.

By using the AI Features, you acknowledge that you have read, understood, and agree to comply with the AI Terms. You are also responsible for any breaches of the AI Terms by third parties who access the AI Features through you or your account(s) with us.

The AI Terms is incorporated into the Core Terms or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of the AI Products and Services (as applicable, the "Agreement").

**1. BACKGROUND; RELATIONSHIP WITH AGREEMENT**

1.1 Nature of AI Features - AI Features are integrated into certain Products and Services. Some AI Features are integrated by default, while others may be available for you to use at your discretion. New AI Features may be added, and existing AI Features may be modified or discontinued at any time, provided that we will give you reasonable prior notice before any discontinuance and the overall functionality of the AI Products and Services will not be materially decreased unless required by applicable law.

1.2 Conflicts - These AI Terms apply to all use of AI Features. In the event of any conflict between the AI Terms and the rest of the Agreement, these AI Terms shall govern and control with respect to the AI Features.

**2. YOUR DATA**

2.1 Ownership - The AI Features may allow you to submit, upload, transmit or otherwise make available files, instructions, questions, or other data inputs ("Inputs"), from which the AI Features may generate summaries, analyses, insights or other data outputs ("Outputs", and together with Inputs, "Customer Data"), or take autonomous actions ("Actions"). For clarity, (a) Actions may result in Outputs, but Actions are not themselves Outputs (for example, if you direct an AI Feature to create a research report, the research and other steps taken to create the report are Actions and the report itself

is Output); and (b) Customer Data does not include any of our content, data or other background intellectual property (such as our platform and our branding) or any Configured Assets (as defined at clause 2.2).

You retain all right, title and interest, including all intellectual property rights, in and to the Customer Data, and we hereby assign to you all right, title, and interest we have, if any, in and to Customer Data. Our rights to use the Customer Data are limited to those expressly set out in the AI Terms or elsewhere in the Agreement.

For the avoidance of doubt, where any Input also falls within the definition of Customer Content in the Core Terms, the licence granted at clause 7.2 of the Core Terms does not apply to it and it is instead licensed to us under clause 2.3; in all other respects the Core Terms continue to apply to it.

2.2 Configured Assets - Certain AI Features (including, without limitation, Evo Builder, Evo Assistants and Evo Workflow) allow you to design, configure, build or generate applications, conversational or autonomous agents, automated workflows, and the associated configurations, definitions, logic and source or object code (collectively, "Configured Assets"). Configured Assets are not Outputs or Customer Data.

You acknowledge that Configured Assets, by their nature: (a) inherit, incorporate and depend upon the attributes, components, design system, libraries and other functionality of Products and Services; (b) are designed to interoperate with, and may incorporate, expose or call upon, our other products, gateways, connectors and background intellectual property; and (c) are built to operate on, and function only within, our platform and the Products and Services.

Accordingly, as between you and us, we own all right, title and interest, including all intellectual property rights, in and to the Configured Assets, and you hereby assign to us all such right, title and interest you may have in them. This clause 2.2 does not affect your ownership of (i) Inputs you supply to a Configured Asset, or (ii) any Output a Configured Asset generates when run, each of which remains Customer Data and is dealt with under clause 2.1.

We grant You (and Your Permitted Users) a non-exclusive, non-transferable, non-sublicensable right and licence to access and use the Configured Assets you create, within the AI Products and Services and for your internal business purposes, for the term of the Agreement. This licence ends on expiry or termination of the Agreement or the relevant AI Products and Services. Nothing in this clause restricts our right to develop, modify, commercialise or build upon the Configured Assets or any part of them.

2.3 Licence - You grant us a non-exclusive right and licence to store, reproduce, transmit, process, modify and otherwise use Customer Data solely to:

i - provide, operate, maintain and support the AI Features, for you;

ii - monitor for, prevent and address technical, security, safety, compliance and fraud issues; and

iii - where necessary, comply with applicable law and enforce the Agreement.

2.4 No Training - We will not use Customer Data to train or fine-tune any large language models or other generative artificial intelligence models, or permit it to be used for such purposes by third parties (including Model Providers, as defined below), except with your express prior permission.

2.5 Your Warranty - You represent and warrant that (a) you have all necessary rights, licences and permissions to provide any Input you provide to us and to grant us the right and licence granted at clause 2.3; (b) your Inputs are accurate and complete; and (c) your Inputs, and our use of them in accordance with these AI Terms, will not breach any applicable law or infringe the intellectual property, privacy, or publicity rights of any third party. You will indemnify us against any claim, loss, cost or liability arising from breach of these warranties. You are solely responsible and liable for your Inputs.

2.6 Model Providers - The models underlying certain AI Features are provided by third parties ("Model Providers"). You acknowledge and agree that when you use the AI Features, we may submit Customer Data to Model Providers, subject to the security, privacy and confidentiality commitments we make to you under the Agreement. More information about our Model Providers is available in the relevant Product Fact Sheet(s).

**3. AI LIMITATIONS AND REQUIREMENTS**

3.1 AI Feature Availability - The AI Features depend on models, services and infrastructure provided by Model Providers and other third parties, the availability and performance of which are outside our control and are governed by those third parties' own service levels, which differ between providers and service types and may change.

Accordingly, and notwithstanding anything to the contrary in the Agreement: (a) any service level, availability, uptime or support commitment in the Agreement that applies to the Products or Services generally does not apply to the AI Features; (b) we make no representation, warranty or commitment as to the availability, uptime, response time or performance of the AI Features, which are provided on an "as available" basis; and (c) the AI Features may be unavailable, suspended, throttled, degraded or interrupted, in whole or in part, including as a result of acts or omissions of Model Providers or other third parties, without liability to You.

3.2 Limitations of AI

You acknowledge that:

i - artificial intelligence and machine learning technologies have inherent technical limitations;

ii - Outputs may contain inaccuracies, biases, omissions or errors, may be incomplete or misleading, and may not reflect current legal, regulatory or industry standards;

iii - Outputs are not reviewed by us and do not reflect our views or opinions;

iv - Outputs may not be unique, and the AI Features may generate similar outputs for other users;

v - the legal status of artificial intelligence-generated content is uncertain, and Outputs may not be subject to protection under intellectual property law;

vi - Outputs should not be relied upon as factual information, compliance guidance or advice of any kind;

vii - AI Features may be susceptible to security threats, including but not limited to prompt injection attacks, and should be actively monitored by you when in use; and

viii - for clarity, all of the disclaimers and limitations in the Agreement that apply to Products and Services generally also apply to the AI Features and Outputs.

3.3 Your Responsibilities

i - We offer no warranties with respect to the AI Features, Outputs and Actions, and you are solely responsible for:

ii - determining whether and how AI Features should be used for your intended purpose;

iii - reviewing all Outputs and ensuring they are suitable, relevant and accurate for your requirements prior to use or reliance, and discarding inappropriate or unsuitable Outputs;

iv - ensuring that Outputs comply with applicable laws, regulations, professional and contractual obligations and industry standards (as relevant to your use case);

v - any decisions, actions or omissions taken based upon Outputs;

vi - exercising appropriate oversight to avoid undesired Actions; and

vii - consequences of Actions taken by AI Features either as configured by you or otherwise in response to your Input. For clarity, all Actions taken by AI Features are deemed to be taken by you and not by us, and you accept full responsibility for such Actions.

**4. ACCEPTABLE USE POLICY**

Use of the AI Features, like all Products and Services, requires compliance with our Acceptable Use Policy, available at https://www.theaccessgroup.com/en-gb/legal-

hub/acceptable-use-policy-1/ (“AUP”), which is designed to ensure safe, lawful and responsible use of our Products and Services, prohibit activities such as cybercrime and hate speech, and require compliance with applicable laws.

You agree to always comply with the AUP when using the AI Features, and you agree that any violation of the AUP that causes damage or loss to us will not be subject to any liability limitations or exclusions under the Agreement.

Further, to the extent our AUP requires you to comply with the usage policies of our partners or other third parties, and your breach of those policies causes claims or other actions against us, you agree to indemnify, defend us, and hold us harmless, against such claims and other actions.

**5. FEES**

Use of the AI Features is subject to the fees set out at https://www.theaccessgroup.com/en-gb/legal-hub/ai-pricing/ (as may be updated from time to time) (“AI Fees”), which you hereby agree to pay when due. Without limitation of such payment obligations, you hereby authorise us to automatically charge AI Fees using any payment card information, bank account, or other payment information provided to us by you.

For clarity, AI Fees are usage-based and are separate from, and additional to, fees for other aspects of the Products and Services, including any recurring subscription fees, and are non-refundable. You are responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the AI Fees, other than taxes based on our income.

**6. USAGE DATA**

“Usage Data” means data and information collected, generated, or derived from your use of the AI Features, including but not limited to metadata, analytics, performance metrics, and other data that does not include Customer Data or personal information or is anonymised and/or aggregated so that it does not identify you or any individual user. For clarity, Usage Data is not Customer Data.

Without limitation of our privacy, security, and confidentiality commitments under the Agreement, we may collect, analyse, and utilise Usage Data for any lawful purpose (e.g., to assess the relative popularity of features within the AI Features or identify other usage trends).

**7. OUR RIGHTS AND REMEDIES**

Failure to use the AI Features in accordance with these AI Terms is a violation of the Agreement and may result in immediate suspension of the applicable AI Features or other consequences as set out in the Agreement, including termination thereof.

Additionally, we (or the Model Providers) may limit the use of the AI Features through token limits, throttling, or other usage controls in our (or their) sole discretion, without liability to you, due to capacity limitations or if necessary to protect the security or functionality of the Products and Services or our (or their) systems, networks and other infrastructure.

**8. MODIFICATIONS**

We reserve the right to modify the AI Terms from time to time at our sole discretion, notwithstanding the clause 10.2 of the Core Terms; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you.

We will notify you of any such modifications either via email or by posting a revised copy of these AI Terms on our website. Your continued use of the AI Features following the posting or notice of any changes will mean you accept those changes.

## Appendix 3 - Acceptable Use Policy

Capitalised terms used but not defined in this Acceptable Use Policy have the meaning given in the Core Terms.

This Acceptable Use Policy (the "Policy") sets out rules and requirements for lawful, safe and responsible use of Our Products and Services, including AI Features. By using our Products and Services, you acknowledge that you have read, understood, and agree to comply with this Policy. You are also responsible for any breaches of this Policy by third parties who access the Products and Services through you or your account(s) with us.

Please note that this Policy is incorporated into the terms and conditions or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of our Products and Services (as applicable, the "Agreement").

### 1. GENERAL

This Policy is designed to protect the Products and Services, our networks, infrastructure and other customers from improper, abusive, or illegal activity.

When using Our Products and Services, all users are expected to act in a reasonable and lawful manner, to adhere to commonly accepted industry practices and standards, and not to engage in any activity that causes or is likely to cause harm to individuals, groups, or the general public. The specific prohibited conduct listed below is for illustrative purposes and is not exhaustive.

### 2. ILLEGAL AND UNETHICAL ACTIVITY

You may not use the Products and Services, or permit Our Products and Services to be used, in any manner that breaches applicable law or regulation or that infringes or misappropriates our rights or the rights of any third party. Without limiting the foregoing, you may not use Our Products and Services to engage in, promote or facilitate activity that involves, or to create, retrieve, store, transmit or distribute content, information, data or other material that contains, as applicable:

2.1 Illegal Activity - breach of any applicable law or regulation (including, where applicable, any tariff, treaty, export control laws or other applicable legal requirements);

2.2 Hateful, Harassing, or Violent Material - hate speech or incitement to hatred against individuals or groups based on race, ethnicity, nationality, religion, gender, sexual orientation, disability, or any other protected characteristic; harassment, bullying, intimidation, or threats of violence against any person; or promotion or glorification of terrorism, violent extremism, or acts of mass violence;

2.3 Harmful or Abusive Material - child sexual abuse material (CSAM) or any material that exploits or endangers minors; material that is obscene, offensive, abusive, menacing, fraudulent, deceptive, or misleading, including phishing schemes or impersonation; or any material designed to facilitate human trafficking, exploitation, or other abuses;

2.4 Intellectual Property Infringement - infringement or misappropriation of the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;

2.5 Cybercrime and Malicious Activity - viruses, worms, Trojans, ransomware, spyware, or any other malicious software or harmful components; or phishing, social engineering, or other fraudulent schemes;

2.6 Unauthorised Access and Interference - unauthorised access to, interference with, or compromising the normal functioning, operation, or security of, any network, system, account, computing facility, equipment, data, or information, whether ours or belonging to any third party (e.g., denial-of-service attacks); unauthorised probing, scanning, or testing the vulnerability of any network or system, or breaching any security or authentication measures; or interference with the ability of others to access or use the Services or the internet; or

2.7 Spoofing, Spam and Unsolicited Communications - forging of any TCP/IP packet header or any part of an email header or newsgroup posting; or sending of “spam” (i.e., a commercial email sent to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation of receiving email from the sender). All electronic messages sent using the Services must include a valid reply-to address under your control; must not contain missing, malformed, or forged headers; must comply with all applicable laws governing electronic communications; and must allow recipients to opt out of receiving further communications, with any such opt-out request honoured promptly.

**3. RESPECTING ACCESS, OUR PARTNERS AND OUR CUSTOMERS**

When you use our Products and Services, you must not do so in a manner that harms us, our partners or our other customers. This means you may not:

3.1 Reverse Engineering and Competition - reverse engineer, decompile, disassemble, distill, jailbreak or subject to prompt injection, or otherwise attempt to derive the source code, algorithms, model weights, system prompts, training data, or underlying technology of the Services (or, in the case of AI Features (as defined below), cause them to take unauthorized actions or produce inappropriate output); use the Services, including material outputted by the Services, to develop or improve any technology, product or service that competes with us or with our partners (including, if you use the

AI Features, any technology, product or service that competes with the underlying artificial intelligence models); or systematically extract, collect, or harvest material outputted from the Services for the purpose of creating datasets, benchmarks, or derivative works;

3.2 Bots - Except as authorised by Us, you may not use software, devices, scripts, robots, AI agents, or any other means or processes (including browser plugins, add-ons, or other technology) that scrape, crawl, or otherwise extract data from our Products and Services; that access or use Our Products and Services automatically (including to send or redirect messages); or that circumvent any technical limitations or rate limits imposed on Our Products and Services;

3.3 Billing - attempt to circumvent or alter any method of measuring or billing for our Products and Services; or

3.4 Partner Usage Policies and Standards - breaches the usage policies of any of our partners involved in provision of Our Products and Services to you, or of any third-party networks that Our Products and Services enable you to access, in each case, where such policies have been communicated to you (including the acceptable usage policies of our partners identified in the relevant Product Fact Sheet(s).

3.5 Fair Usage and Security - where you use our Products and Services that make use of shared networks, environments or other infrastructure (such as our cloud hosting Services), make excessive use of that infrastructure or engage in other use thereof that may degrade the performance, availability, or security of the shared environment for other customers; or fail to implement and maintain reasonable security measures on any systems or applications hosted on shared infrastructure, including timely application of security patches and updates.

**4. MATERIAL ON THE INTERNET**

We do not operate or control the information, services, opinions, or other material available on the internet. You agree that you shall make no claim against us relating to the material from the internet or respecting any information, product, service, or software ordered through or provided by virtue of the internet. We do not monitor or exercise editorial control over information passing over our networks and exclude all liability in respect of any transmission or reception of information of whatever kind, including the accuracy of its contents.

**5. AI USE**

The following additional terms apply where the Services include functionality that uses machine learning or other artificial intelligence (collectively, “AI Features”).

5.1 Prohibited AI Uses - You may not use the AI Features to engage in any activity or practice that is prohibited under any applicable law or regulation governing deployment

and/or use of artificial intelligence systems or services (an “AI Law”), such as (if applicable to you) the European Union’s AI Act (the “EU AI Act”).

5.2 High-Risk Use - You may not use the AI Features for any use cases deemed “high-risk” (or given a similar designation) by any applicable AI Law (including, if the EU AI Act is applicable to you, those use cases listed in Annex III thereof), including but not limited to those use cases that may affect the health, safety, rights, or freedoms of individuals, without our prior written approval; provided that any feature, product or service among the AI Features pre-designated by us as approved for high-risk use cases is pre-approved. For clarity, approval may be conditioned on additional guardrails and restrictions, and may be conditioned or withdrawn if legal or safety requirements change or are anticipated to change.

When engaging in an approved high-risk use case: (a) a qualified professional in the relevant field must supervise the use case, including by reviewing all material (including advice, decisions or recommendations) produced, or automated action proposed to be taken, by the AI Feature prior to dissemination, use or implementation; (b) you must disclose to individuals affected by the use case that you are using artificial intelligence to help produce your advice, decisions, or recommendations (as applicable); (c) you must maintain appropriate records of the use case, including inputs, outputs, automated actions and the nature of human review performed; and (d) you must promptly notify us of any incident arising from the use case that has or could reasonably be expected to have an material adverse effect on individuals or to give rise to a claim or other action against us.

For avoidance of doubt, you may not use the AI Features as a sole basis for decisions in high-stakes domains, including but not limited to medical, legal, financial, or safety-critical applications.

You acknowledge and agree that specific AI Features may have additional guardrails and restrictions related to high-risk use cases, and you agree that these guardrails and restrictions are deemed part of this Policy and that you are therefore required to comply with them upon notification to you.

5.3 Transparency and Disclosure - Where you use the AI Features to interact with persons outside of your organisation or to generate material that is presented to persons outside of your organisation, you are responsible for making appropriate disclosures regarding the AI-generated nature of such material where required by applicable law or where a reasonable person would expect such disclosure. You may not represent that outputs of the AI Features are human-made where doing so would be deceptive or misleading.

**6. OUR RIGHTS AND REMEDIES**

Failure to use Our Products and Services in accordance with this Policy is a breach of the Agreement and may result in immediate suspension of the applicable Services or other consequences as set out in the Agreement, including termination thereof.

We reserve the right to inspect your use of the Services and your compliance with this Policy, including by installing and using, or to requiring you to install and use, any appropriate devices or measures to detect or prevent breaches of this Policy, as well as devices designed to filter or terminate access to the Services.

**7. REPORTING AND COOPERATION**

If you become aware of any breach of this Policy by any person, including third parties who have accessed Our Products and Services through you, you shall inform us without undue delay. You shall cooperate with us and with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity.

**8. MODIFICATIONS**

We reserve the right to modify this Policy from time to time at our sole discretion; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you. We will notify you of any such modifications either via email or by posting a revised copy of this Policy on our website. Your continued use of Our Products and Services following the posting or notice of any changes will mean you accept those changes.

## Appendix 4 - Fair Use Policy

### Agentic AI Tier (Tier 2): Schedule to the Artificial Intelligence Terms

This AI Fair Use Policy (Policy) forms part of the Artificial Intelligence Terms and, through the AI Terms, the Agreement.

Where this Policy and the AI Terms address the same subject matter for Agentic AI tier customers, this Policy is intended to apply as the more specific provision.

### 1. PURPOSE

This Policy applies to customers on the Agentic AI tier at the fixed per-user-per-month (PUPM) rate referred to in the Fees section of the AI Terms and on the pricing page. It defines the usage parameters within which the PUPM rate applies and the consequences of exceeding them.

### 2. NORMAL BUSINESS USE

The PUPM fee covers agentic AI use by named individual users as part of their normal, day-to-day business activity. In practice, this means the kind of use expected from someone doing their job - not usage that, by reason of its volume or frequency, goes materially beyond what would be expected from an individual carrying out their normal working responsibilities or with how other users on the Agentic AI tier typically use the service. We monitor use at account level, and clause 5 explains how We may introduce or update specific usage thresholds over time.

### 3. WHAT THIS POLICY PROTECTS AGAINST

The guardrails in this Policy exist to:

(a) prevent a small number of high-volume users degrading service for others;

(b) protect the economic sustainability of the flat-rate model; and

(c) prevent automated or bulk use that was not contemplated by the PUPM pricing.

They are not intended to restrict normal, good-faith business use.

### 4. EXCESS USE AND THROTTLING

Where Your aggregate consumption materially exceeds the parameters described in clause 2 in any calendar month:

(a) We will notify You;

(b) We may apply rate limiting or throttling to Your account pending agreement on additional capacity;

(c) We will offer an upgraded capacity tier or consumption supplement at Our then-current rates; and

(d) We will not charge retrospectively for excess use without Your prior written agreement.

Throttling will be applied at account level, smoothing individual user spikes across the account before any restriction is applied.

**5. REVIEW OF PARAMETERS**

We reserve the right to introduce, and subsequently update, specific usage parameters for the purposes of clause 2 on 30 days' notice.

## Appendix 5 - SaaS Service Level Agreement

This SLA applies to the SaaS (or hosted Software, as applicable) and forms part of the Agreement. The service level that applies to Your subscription depends on Your jurisdiction; regional variations are set out in section 6. Where a capitalised word is used in these terms but is not defined here, it has the meaning given to it in the Core Terms.

**1. Overview**

1.1 This SLA is an availability service level agreement between You and Us for the SaaS (or hosted Software, as applicable).

**2. Availability**

2.1 We will use commercially reasonable efforts to make the SaaS available 24 hours a day (for at least 99.8% of the time per calendar year), seven days a week, except during emergency or routine maintenance. You acknowledge that Your access to the internet cannot be guaranteed, that We are not liable for deficiencies in Your own internet connections or equipment, and that We may take measures affecting accessibility to the SaaS where We consider it necessary for technical, maintenance, operational or security reasons.

2.2 You are responsible for ensuring Your internet connections, computer equipment and telephone solutions are compatible with the SaaS, and for any damage caused to them by anything You access or obtain using them. We are not liable for any losses You suffer as a result of such incompatibility or damage. You are responsible for all charges relating to Your internet connection, computer equipment and telephone service.

**3. Monitoring**

3.1 Monitoring operates on a 24/7/365 basis.

For Hosting Infrastructure Services, We use, as standard:

(a) monitoring of application access and availability from multiple global locations (uptime, latency and availability of applications and URLs);

(b) infrastructure monitoring across multiple platforms to ensure infrastructure runs within defined thresholds and within Our ITIL change process; and

(c) proactive threat monitoring, with alerts and dashboards monitored in real time by security analysts and relevant threats escalated to Our technical team and, where appropriate, managed as Incidents.

**4. Maintenance windows**

4.1 We may take the SaaS offline for emergency maintenance and, where We do, will use reasonable endeavours to give You as much notice as reasonably possible. Routine maintenance (which may also require the SaaS to be taken offline) is carried out during scheduled windows for monthly maintenance, patching, upgrades and infrastructure changes. These interruptions are scheduled for the third Wednesday of every month (see the regional times in section 6).

4.2 Updates and upgrades are performed at Our discretion. We will give You at least one week's notice of all planned upgrades.

**5. Backups and disaster recovery**

5.1 All servers used to provide the SaaS are subject to Our current backup and recovery procedures. Backups are stored on disk within a multi-tenancy data vault at Our DR data centre and are encrypted; backup retention is 90 days; virtual machine images are kept for 7 days using Veeam (backed up once a day, seven days a week); and SQL backups are transactional (taken every 15 minutes) and full daily, regardless of user activity.

5.2 Disaster recovery uses the following terms: RTO (Recovery Time Objective) is the targeted time within which the Access solution must be restored after a disaster; RPO (Recovery Point Objective) is the maximum targeted period for which data might be lost due to a major incident; and the Maximum Restore Period is the maximum period to complete a database restore on a Customer's production or non-production environment (see the regional figures in section 6).

**6. Regional variations**

| **Parameter** | **UK / EMEA** | **APAC** |
|---|---|---|
| Monthly maintenance window (third Wednesday) | 2200-0400 GMT | 2200-0100 AEST/AEDT |
| VM image backup time | 2300 UTC daily | 2300 AEST/AEDT daily |
| Disaster recovery - RTO | 12 hours | 24 hours |
| Disaster recovery - RPO | 15 minutes | 1 hour |
| Maximum Restore Period (Production) | 90 days | 90 days |
| Maximum Restore Period (Non-Production) | 15 days | 15 days |

## Appendix 6 - Progress EULA

### End User License Agreement

CAUTION: YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT BEFORE INSTALLING OR USING THE PRODUCT AND DOCUMENTATION TO WHICH THIS AGREEMENT RELATES. BY ACCEPTING THIS AGREEMENT YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND ACKNOWLEDGING YOUR AUTHORITY TO DO SO ON BEHALF OF YOUR COMPANY (IF APPLICABLE). IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT PROCEED WITH THE INSTALLATION OF THE PRODUCT(S) AND PROMPTLY RETURN THE PRODUCT(S), DOCUMENTATION, AND ALL COPIES THEREOF TO THE SUPPLIER FROM WHICH IT WAS ACQUIRED FOR A FULL REFUND OF THE LICENSE FEES, IF ANY, PAID FOR THE PRODUCT(S). THE TERM "PROMPTLY" AS USED HEREIN SHALL MEAN NO LATER THAN SIXTY (60) DAYS FOLLOWING THE DELIVERY OF THE PRODUCT TO YOU.

**1. License Grant.**

1.1 For purposes of this Agreement, "Progress" refers to Progress Software Corporation and "you" or "Licensee" refers to the individual installing or using the Product(s), if you are acting as an individual on your own behalf; otherwise, "you" or "Licensee" means the business or other entity for which you are obtaining the Product(s) and that will exercise the rights granted under this Agreement. Subject to the terms and conditions contained in this End User License Agreement, including all exhibits, Orders (as defined below) and License Addenda (as defined below)(collectively, this "Agreement"), Progress grants to you a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the software product(s) (each individually, a "Product"), for which valid control codes have been issued by Progress, identified in (i) the written or electronic order document, form or invoice provided or accepted by Progress or Progress's authorized representative (each an "Order") or (ii) the installation procedure. Any update, patch, solution pack, service pack, value-add pack, hotfix, workaround, prepackaged module and/or new release, version or enhancement issued to Licensee by Progress relating to the Product (each an "Update") replaces part or all of a Product or Update previously licensed to Licensee and shall terminate such previously licensed Product or Update to the extent replaced by the Update. Each Update shall be subject to the terms and conditions of the license agreement accompanying the Update. In addition and subject to the terms and conditions contained herein, Progress grants Licensee a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the written technical materials and end user instructions including all updates and versions thereof released by

Progress and associated with the Product, if any, distributed with the Product (the "Documentation").

1.2 By virtue of this Agreement, Licensee acquires only the non–exclusive right to use the Product and does not acquire any rights of ownership to (i) the Product, (ii) any Documentation provided therewith or (iii) the media, if any, upon which the Product and Documentation are embodied. Progress and/or its licensors shall at all times retain all right, title, and interest in the Product, the Documentation, and any media provided therewith. Except for the license rights expressly granted herein, this Agreement grants no additional express or implied license, right or interest in the Product or in any copyright, patent, trade secret, trademark, invention or other intellectual property rights of Progress, its affiliates or their licensors. Progress reserves all rights not expressly granted to Licensee in this Agreement.

1.3 The term of the license is set forth in Exhibit A or the applicable Order, unless otherwise terminated in accordance with the terms of this Agreement.

1.4 Licensee agrees to pay the applicable fees as set forth in the Order. Licensee further agrees to pay any applicable transportation charges, value-added taxes or other applicable taxes, tariffs or withholding taxes which the relevant authorities require to pay. All fees are exclusive of any such taxes or tariffs unless expressly stated in the Order.

1.5 Shipping terms for Product(s) shipped on physical media is FOB shipping point. For Product(s) shipped via electronic delivery, delivery is deemed complete, FOB shipping point, when the Product(s) is/are made available at the electronic software download ("ESD") site specified by Progress and Licensee is e-mailed or otherwise issued a password to access and download the Product(s).

**2. License Restrictions.**

2.1 Licensee's use of the Product and Documentation is limited to internal use within Licensee's organization. The Product and Documentation may not be used by affiliated parties of Licensee unless specifically authorized in Exhibit A. Use shall be in accordance with the provisions of and limitations set forth in this Agreement, including Exhibit A hereto, and the additional terms, if any, set forth in any Order or additional agreement executed by Progress and Licensee in connection with this Agreement which specifically states the terms thereof shall be in addition to or in lieu of any of the terms set forth herein (each a "License Addendum" and collectively, the "License Addenda").

2.2 The license model for the Product is set forth in the Order and described in Exhibit A. Third party rights and any additional licensing restrictions are set forth or referenced in Exhibit A.

2.3 If Licensee receives the Product in conjunction with a software application provided by a third party, the Product may only be used with or as part of such software application.

2.4 Licensee shall not copy (except as provided in Section 5.2 hereof), disassemble, reverse engineer, decompile, modify or create derivative works of the Product and the Documentation to the extent that such restriction is not prohibited by applicable mandatory law.

2.5 Licensee may not sublicense, sell, rent, encumber, outsource, lease or grant any other rights in the Product and/or the Documentation to others or otherwise allow the Product to be accessed, used or possessed by another party. For these purposes, the term "use" shall 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.

2.6 Licensee shall have no right to use the Product to provide time sharing, 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.

2.7 The Product, including technical data, are subject to U.S. export control laws, including, without limitation, the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee shall not directly or indirectly export or re-export the Product, or any direct product thereof, without first obtaining Progress's written approval. Licensee agrees to comply strictly with all regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export or import the Product. The Product may not be downloaded, or otherwise exported or re-exported (i) into, or to a national or resident of any country and/or party to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, or the U.S. Commerce Department's Table of Denial Orders as amended from time to time, or any other list distributed by the United States government setting forth individuals or entities to which distribution of the Product would be prohibited by United States law.

2.8 Licensee shall be solely responsible for identifying and complying with all laws of any jurisdiction outside of the United States regarding the use of the Product and any technical data supplied by Progress. Licensee agrees to obtain all licenses, permits or approvals required by any government at Licensee's sole cost and expense. Licensee's obligations under this Section 2.8 shall survive termination for any reason whatsoever.

2.9 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 forth herein. The Product and related Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101,

consisting of "commercial computer software" and "commercial computer 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 forth herein. Contract/Manufacturer is Progress Software Corporation, 14 Oak Park, Bedford, MA 01730.

2.10 This Agreement is personal to Licensee and Licensee may not transfer, assign or otherwise convey, novate or encumber this Agreement or the Product, in whole or in part, by operation of law, merger or otherwise, to any other party, including any parent, subsidiary or affiliated entity. A Change of Control of Licensee shall constitute an assignment hereunder. A "Change of Control" shall include, but not be limited to, any merger, consolidation, amalgamation, reorganization or sale, transfer or exchange of the capital stock or equity interests of Licensee in a transaction or series of transactions which results in the holders of Licensee's capital stock or equity interests holding less than 50% of the outstanding capital stock or equity interests immediately following such transaction(s).

**3. Limited Warranty.**

3.1 Progress warrants that, for a period of ninety (90) days from either the date of the initial shipment or availability for download from a Progress website of the Product whichever occurs first (the "Warranty Period"), (i) the Product will conform in all material respects to the Documentation and (ii) the media, if any, on which the Product is recorded will be free from defects in materials and that the Product is properly recorded on the media. As the sole and exclusive remedy for physically defective media (such as the diskettes, cartridges, CD-ROMs, DVDs or magnetic tapes), Progress will replace it free of charge if claimed during the Warranty Period. As the sole and exclusive remedy for any failure of the Product to materially conform to the Documentation, Progress shall repair or replace the Product if such failure is reported during the Warranty Period or, if Progress, at its discretion, reasonably determines that such remedy is not economically or technically feasible, this Agreement and the licenses granted hereunder will terminate and Progress or its supplier (as applicable) shall provide a full refund of the license fee paid with respect to the particular Product. The above warranties do not cover Updates, generic non-configured solution packs, any Product provided on an evaluation basis, or defects to the Product due to accident, abuse, service, alteration, modification or improper installation or configuration by Licensee, its personnel or any third party.

3.2 Progress does not warrant that the functions of the Product will meet Licensee's requirements or that operation of the Product will be uninterrupted or error free. Licensee assumes responsibility for selecting the Product to achieve its intended results and for the use and results obtained from the Product.

3.3 THE LIMITED WARRANTY SPECIFIED IN SECTION 3.1 SETS FORTH ALL WARRANTIES AND REPRESENTATIONS PROVIDED TO LICENSEE WITH RESPECT TO THE PRODUCT AND ANY SERVICES AND UPDATES PROVIDED HEREUNDER, AND SUCH LIMITED WARRANTY IS PROVIDED SOLELY BY PROGRESS AND NOT ITS LICENSORS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROGRESS, ITS LICENSORS AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT, OR ANY SERVICES OR UPDATES PROVIDED UNDER THIS AGREEMENT. ANY UPDATES OR SERVICES DELIVERED HEREUNDER ARE DELIVERED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT, OR ANY SERVICES AND UPDATES PROVIDED UNDER THIS AGREEMENT ARE DISCLAIMED. Further, the Product is not fault tolerant and is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance (including, without limitation, the design, construction, operation or maintenance of any nuclear facility; direct life support machines; weapon systems; or control of aircraft, air traffic, aircraft navigation or aircraft communications), in which the failure of the Product could lead directly or indirectly to death, personal injury or severe physical or environmental damage. Without limiting the scope of the disclaimers set forth herein, Progress for itself and on behalf of its licensors and their respective suppliers, disclaims any express or implied warranty of fitness for any such high risk uses.

**4. Indemnity**

4.1 Progress will defend, indemnify and hold Licensee harmless against any and all costs and reasonable expenses finally awarded by a court or agreed to in settlement which directly result from any third party claim based on an allegation that a Product infringes either a valid (a) United States patent or (b) copyright of a country that is a party to the Agreement for Trade Related Aspects of Intellectual Property Rights ("TRIPS") but only if Progress is notified promptly in writing of such claim and given sole control of the defense of any such claim and all negotiations for its settlement or compromise. Licensee agrees to reasonably cooperate with Progress in the defense, settlement or compromise of any such claim. In the event that a final injunction is obtained against Licensee's use of the Product, if Progress reasonably believes that Licensee's use of the Products could be so enjoined, or if in Progress's opinion the Product is likely to become the subject of a successful claim of such infringement, Progress shall, at its option and expense, (i) procure for Licensee the right to continue using the Product as provided in this Agreement, (ii) modify or require replacement of the Product that Licensee is then currently using so that the Product becomes non-

infringing (so long as the functionality of the Products is substantially similar) or, in the event neither of the previous two options are commercially reasonable for Progress, (iii) terminate this Agreement and the rights granted hereunder and refund to Licensee the amount paid to Progress for the Product less an amount for depreciation determined on a straight-line five-year depreciation basis with a commencement date as of the respective shipment date of the applicable copies of the Product. Notwithstanding the foregoing, Progress shall have no liability for a claim to the extent based on (A) the use by Licensee of the Product more than thirty (30) days after Progress has notified Licensee of (i), (ii) or (iii), above or (B) the version of the Product used by Licensee is not the current release version of the Product.

4.2 Notwithstanding the foregoing, Progress shall have no liability to Licensee under this Section 4 to the extent that any infringement or claim thereof is based upon (i) the combination, operation or use of a Product in combination with equipment or software not supplied by Progress hereunder where the Product would itself not be infringing, (ii) Licensee's non-compliance with designs, specifications or instructions provided by Progress to Licensee, (iii) use of a Product in an application or environment for which it was not designed or not contemplated under this Agreement, (iv) modifications of a Product by anyone other than Progress where the unmodified version of the Product would not be infringing, or (v) use by users or affiliated parties of Licensee not permitted by this Agreement.

4.3 THE FOREGOING INDEMNIFICATION PROVISIONS STATE THE ENTIRE LIABILITY OF PROGRESS AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY INFRINGEMENT OR ALLEGED INFRINGEMENT BY PROGRESS OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS IN RESPECT OF THE PRODUCT OR ITS USE.

4.4 If any affiliated party of Licensee is specifically authorized in writing and as a term of this Agreement to use the Product pursuant to Section 2.1 hereof and Exhibit A, Licensee shall defend, indemnify and hold Progress harmless for all acts and omissions of such affiliated party.

**5. Confidentiality; Notices**

5.1 Licensee acknowledges that the Products, including all source and/or object code and all parts and aspects thereof, and any Updates, modifications, translations, localizations, or other derivative works thereof, in whatever form, whether or not marked as confidential, the Documentation and any other documentation or materials provided with or related to the Product (collectively, the "Confidential Information"), are the valuable proprietary and trade secret information of Progress and/or its licensors and suppliers. Licensee shall (i) limit use and disclosure of the Confidential Information to its employees and its consultants who are authorized pursuant to this Agreement to use

the Products and who agree to be bound by the terms of this Agreement or are otherwise bound to a confidentiality agreement containing substantially similar terms; (ii) not provide or disclose any of the Confidential Information to another party; and (iii) treat the Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to Licensee's information of like importance which is to be kept secret, but with no less than reasonable care. The foregoing obligations shall be in addition to any obligations set forth in any separate confidentiality agreement between Progress and Licensee.

5.2 Licensee agrees, under penalty of license termination but not exclusive of any other remedies, not to cause or permit the copying of the Product for any purpose other than expressly set forth herein. Licensee may copy the Product only for archival and off-line backup purposes, but not for disaster recovery purposes unless Licensee has purchased the appropriate disaster recovery or replication license. Licensee may copy the Documentation solely for the purpose of facilitating Licensee's use of the Product in accordance with, and subject to, the terms and conditions of this Agreement. Licensee agrees not to remove any product identification, copyright notices, or other notices or proprietary restrictions from the Product.

5.3 Benchmark results for the Product may not be disclosed or published without the written consent of Progress.

5.4 Licensee acknowledges that in the event of a breach or threat of breach of this Section 5, money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, Progress shall be entitled to seek injunctive or similar equitable relief against such breach or threat of breach.

5.5 All notices and requests in connection with this Agreement to be sent to Progress shall be given in writing and shall be sent by hand delivery, overnight courier or certified mail with proof of delivery to the following address: 14 Oak Park Drive, Bedford, MA 01730, Attention: Chief Legal Officer. All notices and requests in connection with this Agreement to be sent to Licensee shall be given in writing and shall be sent by hand delivery, overnight courier or certified mail with proof of delivery to the address first set forth in the Order. Either party may change its address for receipt of notices upon written notice to the other party, and notices shall be deemed given on the day of receipt or the date evidenced on the proof of delivery, whichever is earlier.

**6. Limitation of Liability.**

6.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF PROGRESS, IF ANY, FOR DAMAGES RELATING TO ANY PRODUCT, UPDATE AND/OR SERVICES SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY LICENSEE FOR SUCH PRODUCT, UPDATE AND/OR SERVICES. PROGRESS'S LICENSORS AND THEIR SUPPLIERS SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY DAMAGES SUFFERED BY

LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING THE PRODUCT, ANY UPDATE, OR ANY PORTION THEREOF, OR AS A RESULT OF ANY SERVICES RELATING THERETO. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL PROGRESS, ITS LICENSORS, OR ANY OF THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, OR FOR ANY COMMERCIAL DAMAGES OR LOSSES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, ANY UPDATE, OR ANY PORTION THEREOF, OR ANY SERVICES, EVEN IF PROGRESS, ITS LICENSORS AND/OR ANY OF THEIR RESPECTIVE SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EACH EXCLUSION OR LIMITATION IS INTENDED TO BE A SEPARATE AND THEREFORE SEVERABLE EXCLUSION.

**7. Audit Rights.**

Progress may install, enable and utilize automated license tracking, management and/or enforcement solutions with the Products, which Licensee may not disrupt or alter. Licensee shall maintain books and records in connection with this Agreement and the use of the Products and any Updates and/or services provided hereunder. Such books and records shall include at a minimum the number of licenses purchased and being used by Licensee. At its expense and with reasonable written notice to Licensee, Progress or a third party appointed by Progress may audit the books, records, and if necessary, the systems on which the Product or any Update is installed for the sole purpose of ensuring compliance with the terms of this Agreement. Progress shall have the right to conduct follow-up audits as necessary. All audits shall be conducted during regular business hours at Licensee's offices and shall not interfere unreasonably with Licensee's activities. Progress shall treat all such records and books as confidential information. If any audit reveals that Licensee has underpaid license or maintenance and support fees, Licensee shall be invoiced for all such underpaid fees based on Progress list price in effect at the time the audit is completed. If the underpaid fees are in excess of five percent (5%) of the fees previously paid by Licensee, then Licensee shall also pay Progress's reasonable costs of conducting the audit and enforcement of this Agreement.

**8. Termination.**

8.1 Progress may terminate this Agreement by written notice at any time if Licensee defaults in the performance of any provision of this Agreement and fails to cure such default to the satisfaction of Progress within thirty (30) days after such notice. This remedy shall not be exclusive and shall be in addition to any other remedies which Progress may have under this Agreement or otherwise.

8.2 Any purported transfer or assignment of this Agreement or the licenses granted hereunder by Licensee or other action by Licensee in contravention of Section 2.10 above or any purported transfer or assignment of this Agreement or the licenses granted hereunder as a result of Licensee's bankruptcy, insolvency, or liquidation or as a result of an assignment of Licensee's assets for the benefit of creditors shall be void and this Agreement and the licenses granted hereunder shall thereupon automatically terminate without further notice or action by Progress.

8.3 Within ten (10) days of the date of expiration or termination of this Agreement and/or any of the licenses granted hereunder, Licensee shall return all copies of the Products, including all Updates, and related Documentation to Progress or, if requested by Progress, destroy such Products, Updates and Documentation and certify in writing to such return or destruction.

**9. Miscellaneous.**

9.1 If Progress offers maintenance and support for the Product, and if Licensee orders and pays for such maintenance and support, such maintenance and support shall be provided in accordance with Progress' then current and applicable maintenance and support policies.

9.2 THIS AGREEMENT, INCLUDING ANY EXHIBITS AND ANY LICENSE ADDENDUM(S), CONSTITUTES THE COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCT AND SUPERCEDES ANY OTHER AGREEMENT, PROPOSAL, COMMUNICATION OR ADVERTISING, ORAL OR WRITTEN, SIGNED OR UNSIGNED, WITH RESPECT TO THE PRODUCT. To the extent there are any terms and conditions contained in Licensee's purchase order or other documentation supplied by Licensee such terms and conditions shall be deemed to be stricken and the terms and conditions of this Agreement shall govern. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

9.3 For administrative convenience, Progress invoices may be issued by a local affiliate of Progress.

9.4 This Agreement 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.

9.5 Except as otherwise expressly set forth herein, this Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal, state, local or foreign laws, regulations or conventions.

9.6 This Agreement may not be modified or amended except in a writing executed by both Progress and Licensee.

9.7 Failure or delay on the part of Progress to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default or of the same type of default on future occasions.

9.8 The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

9.9 DATA COLLECTION AND USE: THE PRODUCT MAY INCLUDE FEATURE(S) THAT (I) GATHER PRODUCT ACTIVATION, USAGE AND/OR ENVIRONMENT INFORMATION, (II) IDENTIFY TRENDS AND/OR BUGS, (III) COLLECT USAGE STATISTICS, AND/OR (IV) TRACK OTHER DATA RELATED TO YOUR USE OF THE PRODUCT, AS FURTHER DESCRIBED IN THE CURRENT VERSION OF PROGRESS' PRIVACY POLICY AVAILABLE AT HTTPS://WWW.PROGRESS.COM/LEGAL/PRIVACY-POLICY. BY LICENSEE'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND/OR USE OF THE PRODUCT, LICENSEE AUTHORIZES THE COLLECTION, USE AND DISCLOSURE OF THIS DATA FOR THE PURPOSES PROVIDED FOR IN THIS AGREEMENT AND/OR THE PRIVACY POLICY.

**EXHIBIT A**

**TERM OF LICENSE:** Perpetual, unless otherwise specified in the applicable Order.

**AFFILIATE USE, IF ANY:** None, unless otherwise specified in the applicable Order. User or user group restrictions also may be set forth in the Order.

**ADDITIONAL TERMS, IF ANY:**

General Usage Limitations

**1. Optional Components.** The Product licensed and delivered to Licensee may include on the media or in the electronically delivered files, as applicable, components, features or other Products (which may or may not be referred to as "Blades") for which a separate license purchase and license key(s) or control code(s) are required. Licensee is permitted to use only the Product(s), and components, features and/or Blades thereof, for which Licensee has ordered and received a valid license key or control code.

**2. Use Case and/or User Group Restrictions.** If the Order indicates that the Products may be used for specific Use Case(s) (as defined below) or by specific user group(s), the Products may only be used for the Use Cases and/or by the user group(s) listed in the Order.

Product Specific Usage Limitations:

**1. ABL Source Code.** Licensee may utilize any unencrypted Advanced Business Language ("ABL") source code contained in the Product for any purpose. The ABL source code may change without notice, and PSC makes no representations regarding the ABL source code with regard to its use outside of the Product, and shall have no responsibility for such outside use by Licensee.

**2. Progress® OpenEdge® Business Process Modeler.** Progress may, at its discretion, make the Progress® OpenEdge® Business Process Modeler software ("Business Modeler Software") available to its customers on a no charge "AS IS" basis. If Progress makes Business Modeler Software available to Licensee in accordance with the preceding sentence and Licensee downloads the Business Modeler Software from Progress' electronic software delivery site or otherwise obtains the Business Modeler Software from Progress or its authorized representative, then Licensee will have a non-exclusive, non-transferable, royalty-free, perpetual, limited license to use the Business Modeler Software without limitation on license model or quantity but subject to all other terms and conditions of this Agreement, including, without limitation, the restrictions set forth in Section 2 of this Agreement. Progress is not obligated to provide any maintenance, technical or other support for the Business Modeler Software, but may, from time to time, provide technical support and/or Updates to the Business Modeler Software at Progress' sole discretion. All such Updates shall be subject to the terms and conditions of this Agreement, including, without limitation, the terms and conditions set forth in this section. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 3 OF THIS AGREEMENT, THE BUSINESS MODELER SOFTWARE, ANY UPDATES THERETO AND ANY RELATED TECHNICAL SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PROGRESS MAKES NO WARRANTIES WITH RESPECT TO THE BUSINESS MODELER SOFTWARE, ANY UPDATES THERETO, OR ANY RELATED TECHNICAL SUPPORT SERVICES, WHETHER EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

**3. Progress® OpenEdge® Add On Products.** a. If the Product identified in the Order is (i) Progress® OpenEdge® Transparent Data Encryption, (ii) Progress® OpenEdge® Multi-Tenant Tables, (iii) Progress® OpenEdge® Replication for Enterprise, (iv) Progress® OpenEdge® Replication for Workgroup, (v) Progress® OpenEdge® Replication Plus for Enterprise, (vi) Progress® OpenEdge® Replication Plus for Workgroup, (vii) Progress® OpenEdge® Management, (viii) Progress® OpenEdge® Table Partitioning, or (ix) Change Data Capture (each referred to herein as an "OpenEdge Add On Product"), then Licensee must, as a pre-requisite, have a valid license for a Progress® OpenEdge® database product that allows production use of said database product and the OpenEdge Add On Product license model (as identified in the Order and defined below) and license unit quantity (as also identified in the Order) must be the same as the

license model and license unit quantity applicable for said database product. If the OpenEdge Add On Product is Progress® OpenEdge® Replication for Enterprise or Progress® OpenEdge® Replication Plus for Enterprise, then the database product referenced in the preceding sentence must be the Progress® OpenEdge® Enterprise RDBMS product. If the OpenEdge Add On Product is (i) Progress® OpenEdge® Replication for Workgroup or (ii) Progress® OpenEdge® Replication Plus for Workgroup, then the database product referenced in the first sentence must be the Progress® OpenEdge® Workgroup RDBMS product.

b. If the OpenEdge Add On Product identified in the Order is (i) a Progress® OpenEdge® Replication product or (ii) a Progress® OpenEdge® Replication Plus product, then, in addition to the product-specific terms set forth in paragraph 4(a) above, the following applies: the replicated database may be used for Disaster recovery, including failover and standby, and may be used for application recovery in the event a system fails or crashes or the application or database files become corrupt as a result of a Disaster.

c. If the OpenEdge Add On Product identified in the Order is Progress® OpenEdge® Management, then, in addition to the product-specific terms set forth in paragraph 3(a) above, the following applies: Licensee may use the OpenEdge Add On Product and Documentation solely to configure, monitor and manage Licensee's OpenEdge resources, databases, system resources, network resources, file resources, log data, or any other assets or resources in accordance with the Documentation.

d. If the OpenEdge Add On Product identified in the Order is Progress® OpenEdge® Table Partitioning, then, in addition to the product-specific terms set forth in paragraph 3(a) above, the following applies: Licensee must, as a pre-requisite, have a valid license for version 11.4 or higher of Progress® OpenEdge® database product.

e. If the OpenEdge Add On Product identified in the Order is Progress® OpenEdge® Change Data Capture, then, in addition to the product-specific terms set forth in paragraph 3(a) above, the following applies: Licensee must, as a pre-requisite, have a valid license for version 11.7 or higher of Progress® OpenEdge® database product.

**4. Progress® Application Server for OpenEdge® - Development.** If the Product identified in the Order is Progress® Application Server for OpenEdge® - Development, then Licensee may use such product solely for the purposes of internal development and testing of applications that utilizes Progress® Application Server for OpenEdge® - Development. Licensee may not use Progress® Application Server for OpenEdge® - Development in a production environment.

**5. Progress® OpenEdge® Authentication Gateway.** a. If the Product identified in the Order is Progress® OpenEdge® Authentication Gateway, Licensee may not use Progress® OpenEdge® Authentication Gateway for any purpose other than for

authenticating users, including but not limited to use as a general-purpose Web server or application server.

b. If the Product identified in the Order is Progress® Application Server for OpenEdge® - Development, then Licensee may use such product for the purposes of internal development and testing of applications that utilize Progress® OpenEdge® Authentication Gateway. Licensee may not use Progress® OpenEdge® Authentication Gateway capabilities supplied with Progress® Application Server for OpenEdge® - Development in a production environment.

**6. Progress® OpenEdge® Pro2™ Products.** If the Product identified in the Order belong to the Progress® OpenEdge® Pro2™ line of products ("Pro2 Product"), then Licensee may receive additional Product(s) in conjunction with such Pro2 Product ("Additional Product(s)"). Such Additional Product(s) may only be used with or as part of Pro2 Product and may not be used in any other manner. If the license unit type identified for Pro2 Product in the Order is a "Site" license, then the Pro2 Product and the Additional Product(s) will be subject to the Site License limitations set forth below. Furthermore, the Additional Product(s) may have a unit quantity limitation specified in the Order. Notwithstanding the unit type of "Site" specified in the order, the unit quantity limitation for the Additional Product(s) will be deemed to mean the total number of Client Devices, Non-Human Operated Devices or Processes operating the Additional Product(s) either located at the Site or used by users with a principal business address at the Site.

**7. Progress® OpenEdge® Pro Dump/Load-Single Use.** If the Product identified in the Order is the Single Use version of the Progress® OpenEdge® Pro Dump/Load, then Licensee may only use the Product for a single iteration of a dump and load of Licensee's database(s) and any associated databases. Additional use of the Product to repeat the dump and load in the foregoing manner or to perform maintenance tasks requires additional licensing.

**8. Technical Preview Features.** Product(s) may include features that are identified as a "Technical Preview", and if included, such features are documented in the Product documentation such as the Product Releases Notes. Progress is 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 Progress' sole discretion. All such Updates shall be subject to the terms and conditions of this Agreement, including, without limitation, the terms and conditions set forth in this section.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 3 OF THIS AGREEMENT, TECHNICAL PREVIEW FEATURES, ANY UPDATES THERETO AND ANY RELATED TECHNICAL SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT

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(iii) Licensee does not use Progress's name, logo, or trademarks to market the Licensee Application;

(iv) Licensee agrees to defend and indemnify Progress and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all components of Licensee Application.

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Licensee's distributors to Licensee's end-user customers if Licensee's distributors only distribute the Redistributables in conjunction with, and as part of, the Licensee Application. Upon termination of this Agreement, Licensee must also discontinue the redistribution of Redistributables.

**10. Telerik® UI for WinForms.** Certain Product(s) may include a trial license to the Telerik UI for WinForms product. Licensee acknowledges that its right to install and use the trial license of the Telerik UI for WinForms product is governed by the terms and conditions of the Telerik End User License Agreement for UI for WinForms located in the "readme.txt" file, the "notices.txt" file, or the "Third Party Software" file accompanying the Product.

**11. Telerik® Kendo UI® Professional in Progress® OpenEdge® Business Process Server.** If the Product identified in the Order is Progress OpenEdge Business Process Server, then the Product will include Kendo UI Professional. Licensee acknowledges that its right to use the Kendo UI Professional product is governed by the terms and conditions of the Telerik End User License Agreement for Kendo UI Professional located in the "readme.txt" file, the "notices.txt" file, or the "Third Party Software" file accompanying the Product. Licensee further acknowledges that its use of the Kendo UI Professional product, all portions thereof, shall be limited to use solely with the Product and, more specifically, solely within an OpenEdge Business Process Management portal in the Product.

*See Order for additional terms, if any.*

**LICENSE MODELS AND DEFINITIONS:**

The product name and applicable license model for the Product(s) purchased is set forth in the Order. The description of the license model is set forth below. Not all license models described below are available for all Products. The Order will identify the license model applicable for the Products listed therein. For purposes of this Exhibit A, the following terms shall have the following definitions:

"Access Agent": An Access Agent is a user [or Non-Human Operated Device] that (i) cannot be uniquely identified and/or (ii) can only access the Product or an application which accesses the Product for less than two (2) hours a week.

"Client Device": A Client Device is any input technology that allows the Licensee 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.

"Core": A Core is a core processor of a CPU as allocated by Licensee made up of an independent processor combined onto a single integrated circuit or silicon chip, in both

virtualized and/or non-virtualized environment, and regardless of whether used in a production or non-production (e.g. test, development) environment.

"CPU": A CPU is a computer processing unit, also known as a processor or microprocessor. It can contain multiple cores in both virtualized and/or non-virtualized environment.

"Disaster": Any unplanned event or condition that renders Licensee unable to use an application or database for its intended computer processing and related purposes.

"Non-Human Operated Device": A Non-Human Operated Device is a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, an automated system interface or a tracking device.

"Named User": A Named User is a single individual, Non-Human Operated Device or Process.

"Platform": A Platform is the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

"Process" [formerly known as "Server Process"]: A Process is 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.

"Server": A logical computer 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. The term "Server" includes, but is not limited to, web servers, batch servers and application servers.

"Site": A site is defined as a single building or campus of buildings sharing the same postal address.

"Use Case": A Use Case is a description in the Order of one or more limitation(s) on the manner in which the Product may be used by Licensee. Such limitation(s) may include, but are not limited to, use of the Product only for a specified project, application, line of business, purpose of use or group of users.

Access Agent License: An Access Agent License grants Licensee the right to install and use the Product, or access and use an application which can access the Product by an Access Agent, on a single Core and on a single Platform. This Access Agent License should always be purchased in combination with a Named User and/or Registered Device License; except for environments where none of the users or the Non-Human Operated Devices that access the Product or an application that accesses the Product may be identified and/or access the Product or the application for two or more hours per week.

Concurrent Device License [also may be known or referred to as "Concurrent User License"]: A Concurrent Device License grants Licensee the right to install and use the Product, or access and use an application which can access the Product, on a single Core and on a single Platform. A Concurrent Device may be a Client Device, a Non-Human Operated Device or a Process. The Licensee may have in use at any given time a maximum number of Concurrent Devices accessing the Product, or accessing an application which can access the Product, as purchased under the Concurrent Device License. In addition, under this model, a Licensee is required to license the Concurrent Devices per Server, so that there is an associated Concurrent Device License dedicated to each Server that runs the Product including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. For example, if Licensee's Concurrent Device License permits a maximum of 100 Concurrent Devices, and Licensee directs 50 Concurrent Devices to Server A and 50 Concurrent Devices to Server B, Licensee would have to purchase an additional 50 Concurrent Device License for Server B. A concurrent Device License may not be transferred from one Server or Platform to another.

Core License: A Core License grants Licensee the right to run the Product, or an application which can access the Product, on a single Core on a single Server and on a single Platform. The total number of Cores on the Server may not exceed the total number licensed to Licensee. 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. A Core License may not be transferred from one Server or Platform to another.

CPU License: A CPU License grants Licensee 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 Licensee 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 shall 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.

Named User/Seat License: A Named User or Seat License grants Licensee the right to designate a Named User to access and use the Product or access and use an application which can access the Product. Licensee 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 shall not affect the assignment prohibition set forth in Section 2.10 of the Agreement. All Named Users must be bound to the terms and conditions of this Agreement.

Registered Device License [also may be known or referred to as "Registered Client License"]: A Registered Device License grants Licensee the right to designate a specific device (a "Registered Device") to access and use the Product or access and use an application which can access the Product. Licensee must be able to identify and count each Registered Device. A Registered Device may be a Client Device, a Non-Human Operated Device or a Process. The Registered Device License cannot be used to account for, and the Product may not be used by, unknown users. A Registered Device 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 and may not be used concurrently on different computers or devices or shared by multiple devices. A Registered Device does not have to be logged on to the Product to be counted as a Registered Device. A license right designation may be transferred from one Registered Device to another provided that the original Registered Device is no longer permitted access to the Product. The foregoing transfer right shall not affect the assignment prohibition set forth in Section 2.10 of the Agreement.

Server/Machine License: A Server or Machine License grants Licensee the right to install and use a Product, or an application which can access the Product, on a single Server and on a single Platform. Additional Server/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.

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Application Specific License: If the Order lists a specific application authorized for use with the Product, or if Licensee obtained a Product in conjunction with a software application provided by a third party, the Product is licensed for use only with such

application. Use with any other application/product is strictly prohibited. Licensee shall be further subject to the license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Named User License, etc.) designated in the Order.

Site License: A Site License grants Licensee 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 the virtualized and/or non-virtualized environment.

Developer License: A Developer License limits Licensee's access and use of the Product to internal application development and support purposes only. If the license is for components of the Product only, then such right is limited to such components. Licensee shall be further 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.

Disaster Recovery License: A Disaster Recovery License shall only be used by Licensee 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 the Licensee the right to use the Product for a period not to exceed ninety (90) days ("D/R Deployment Period"). Licensee shall notify Progress in writing within five (5) business days of the commencement of the D/R Deployment Period. Licensee shall be further subject to the same quantity 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 Progress 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 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 shall not affect the assignment prohibition set forth in Section 2.10 of this Agreement.

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**THIRD PARTY TERMS AND RESTRICTIONS:**

The Product may contain or be accompanied by certain third party components which are subject to additional restrictions. These components, if any, are identified in, and subject to, special license terms and conditions set forth in the "readme.txt" file, the "notices.txt" file, or the "Third Party Software" file accompanying the Product ("Special Notices"). The Special Notices include important licensing and warranty information and disclaimers. In the event of conflict between the Special Notices and the other portions of this Agreement, the Special Notices will take precedence (but solely with respect to the third party component(s) to which the Special Notice relates).

**PROGRESS MAINTENANCE PLAN (IF ANY):** As indicated in the applicable Order.

*EULA Revision Reference: Progress® OpenEdge® version 11.7.1 (EULA revision 31-May-2017)*