PROGRESS SOFTWARE CORPORATION

End User Product License Agreement

CAUTION: YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT BEFORE INSTALLING OR USING THE PRODUCT(S) 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(S) 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, 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 to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, 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: General Counsel. 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, INCLUDING, WITHOUT LIMITATION, 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 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 support for the Product, and if Licensee orders and pays for such support, such support shall be provided in accordance with Progress' then current and applicable 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   If the Product is acquired outside the United States local law may apply.

<center>**EXHIBIT A**</center>

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® Developer Studio for OpenEdge® and Progress® OpenEdge® Mobile JSDO Adapter* .**

    a. If the Product identified in the Order is Progress® Developer Studio for OpenEdge®, then included in the Product shall be the ability to access the Progress OpenEdge Mobile App Builder on an evaluation basis. Licensee's access will be on a time limited evaluation basis and subject to the evaluation license grant restrictions set forth in Progress' subscription terms and conditions which Licensee will be required to accept prior to first accessing the Progress OpenEdge Mobile App Builder. If Licensee desires to purchase the right to access the Progress OpenEdge Mobile App Builder on a full use basis, Licensee may purchase an annual subscription to access the Progress OpenEdge Mobile App Builder in accordance with the above-mentioned subscription terms and conditions.

<center>7</center>

b. If the Product identified in the Order is Progress® Developer Studio for OpenEdge® and Licensee purchases a subscription to the Progress OpenEdge Mobile App Builder, Licensee may, subject to and in accordance with the terms and conditions of this Agreement and the subscription terms and conditions referenced in paragraph 3(a) above, use the Product and the Progress OpenEdge Mobile App Builder to develop one or more apps operating on mobile devices that interact directly or indirectly with one or more Progress® OpenEdge® products, subject to the pre-requisite that Licensee must have a valid license for the Progress® OpenEdge® Mobile JSDO Adapter that satisfies the requirements in paragraph 3(d) below and a valid license for the above-referenced Progress® OpenEdge® products with which the mobile app directly or indirectly interacts.

c. If the Product identified in the Order is Progress® Developer Studio for OpenEdge® and Licensee purchases a subscription to Progress® Rollbase® Private Cloud or Progress® Rollbase® Hosted Cloud, Licensee may, subject to and in accordance with the terms and conditions of this Agreement and the applicable subscription terms and conditions, use the Product and the Progress® Rollbase® Private Cloud or Progress® Rollbase® Hosted Cloud, whichever is applicable, to develop one or more apps that interact directly or indirectly with one or more Progress® OpenEdge® products, subject to the pre-requisite that Licensee must have a valid license for the Progress® OpenEdge® Mobile JSDO Adapter that satisfies the requirements in paragraph 3(d) below and a valid license for the above-referenced Progress® OpenEdge® products with which the app directly or indirectly interacts. The subscription terms and conditions applicable to the Progress® Rollbase® Private Cloud or Progress® Rollbase® Hosted Cloud may be in the form of a clickwrap agreement that Licensee is required to accept prior to accessing and using the Progress® Rollbase® Private Cloud or Progress® Rollbase® Hosted Cloud, as applicable, or it may be in the form of an executed agreement between Progress and Licensee.

d. If the Product identified in the Order is Progress® OpenEdge® Mobile JSDO Adapter, then, as a prerequisite, Licensee must have a valid license for the Progress® OpenEdge® Application Server product, and the license model identified in the Order for the Progress® OpenEdge® Mobile JSDO Adapter must be the same as the license model applicable to Licensee's license to the Progress® OpenEdge® Application Server product. The following additional limitations shall apply:

  i. If Licensee's license for the Progress® OpenEdge® Application Server product is based on an Access Agent license model, then the quantity of Access Agents identified in the Order for the Progress® OpenEdge® Mobile JSDO Adapter must equal the number of Access Agents licensed to Licensee for the Progress® OpenEdge® Application Server product. Any reference to "applications" in the Access Agent license model description provided below will be deemed to include apps.

  ii. If License's license for the Progress® OpenEdge® Application Server product is based on a Concurrent Device license model (which may also be referred to in the Order as a Concurrent User license model), then the quantity of Concurrent Devices (or Concurrent Users) identified in the Order for the Progress® OpenEdge® Mobile JSDO Adapter must equal the maximum number of devices concurrently using, at any given time, an app or application that accesses the Progress® OpenEdge® Application Server product in accordance with the Concurrent Device license model described below. Any reference to "applications" in the Concurrent Device license model description provided below will be deemed to include apps.

  iii. If Licensee's license for the Progress® OpenEdge® Application Server product is based on a Registered Device license model, then the quantity of Registered Devices identified in the Order for the Progress® OpenEdge® Mobile JSDO Adapter must equal the total number of devices that use an app or application that accesses the Progress® OpenEdge® Application server product in accordance with the Registered Device license model described below. Any reference to "applications' in the Registered Device license model description provided below will be deemed to include apps.

  iv. If Licensee's license for the Progress® OpenEdge® Application Server product is based on a Named User license model, then the quantity of Named Users identified in the Order for the Progress® OpenEdge® Mobile JSDO Adapter must equal the total number of Named Users that use one or more devices that use an app or application that accesses the Progress® OpenEdge® Application server product in accordance with the Named User

license model described below. Any reference to "applications" in the Named User license model description provided below will be deemed to include apps.

4. ***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, or (viii) Progress® OpenEdge® Table Partitioning (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 4(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 4(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.

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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.

"**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.

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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 server 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.

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PROGRESS MAINTENANCE PLAN (IF ANY):

As indicated in the applicable Order.

EULA Revision Reference: Progress® OpenEdge® version 11.4 (EULA revision 11-July-2014)