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

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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.

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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.

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EXHIBIT A

TERM OF LICENSE:

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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:

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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.
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- 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.
5. **Progress® Pacific Development Application Server for OpenEdge®.** If the Product identified in the Order is Progress® Pacific Development Application Server for OpenEdge®, then Licensee may use such product solely for the purposes of internal development and testing of applications that utilizes Progress® Pacific Development Application Server for OpenEdge®. Licensee may not use Progress® Pacific Development Application Server for OpenEdge® 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 “Site”, 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 supplied 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 WARRANTY OF ANY KIND. PROGRESS MAKES NO WARRANTIES WITH RESPECT TO THE TECHNICAL PREVIEW FEATURES, ANY UPDATES THERETO, OR ANY RELATED TECHNICAL SUPPORT SERVICES, WHETHER EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

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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 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.

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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.

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As indicated in the applicable Order.

EULA Revision Reference: Progress® OpenEdge® version 11.6.4 (EULA revision 13-September-2017)