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Change history:

2017 Apr 05 - A fix was made in the CDF_TT2000_from_UTC_string() function in cdfft2000.c.

The change was given back to the owners and is included in CDF 3.7.1.

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- 2.A. TERMS FOR ON-PREMISE PRODUCTS - these terms apply to Products that you or Permitted Third Parties install on computers;
- 2.B. TERMS FOR HOSTED SERVICES - these terms apply to Products that we host;
3. PRODUCT FAMILY SPECIFIC TERMS - these terms apply to all Products that are part of the family of Products referenced in this section; and
4. PRODUCT SPECIFIC TERMS - these terms apply to specific Products referenced in this section.

1. GENERAL TERMS AND CONDITIONS

1.1. Definitions.

1.1.1. "Affiliate" means any legal entity that directly or indirectly controls, is controlled by, or is under common control with you or us. For the purposes of this definition, "control" means ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares or other equity interest in an entity.

1.1.2. "Applicable Laws" means national, federal, state, and local laws, rules, and regulations including, without limitation, those laws and regulations relating to data privacy and security in each applicable jurisdiction.

1.1.3. "Authorized Reseller" means a third party who is not our Affiliate and who is authorized by us or our Affiliate to resell the Product.

1.1.4. "Authorized User" means you, your employee or a third-party consultant or agent that you authorize to use the Product for your benefit in accordance with section 1.2.3 (Third Party Use).

1.1.5. "Documentation" means any technical instructions or materials describing the operation of the Product made available to you (electronically or otherwise) by us for use with the Product, expressly excluding any user blogs, reviews or forums.

1.1.6. "Hosted Services" means computer software program(s), content and related services provided by us on a software-as-a-service basis through computers we or our Affiliates or our respective contractors (including cloud infrastructure suppliers) control.

1.1.7. "Intellectual Property Rights" means any and all current and future (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; © trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) registrations, applications, renewals, extensions, or reissues of any of (a) to (e) , in each case, in any jurisdiction throughout the world.

1.1.8. "On-Premise Product(s)" means computer software program(s) provided to you to download, install and use on computer(s) controlled directly or indirectly by you.

1.1.9. "Order" means a written or electronic order document entered into between you and us (or our Affiliate or an Authorized Reseller) for the Product. Unless an Order says something different, each Order will be governed by the terms of this EULA and include the name of the Product being licensed and any usage limitations, applicable fees, and any other details related to the transaction.

1.1.10. "Our Technology" means any software, code, tools, libraries, scripts, application programming interfaces, templates, algorithms, data science recipes (including any source code for data science recipes and any modifications to such source code), data science workflows, user interfaces, links, proprietary methods and systems, know-how, trade secrets, techniques, designs, inventions, and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to make available the Product, including, without limitation, all Intellectual Property Rights therein and thereto.

1.1.11. "Permitted Third Party" has the meaning given in section 1.2.3 (Third Party Use).

1.1.12. "Product" means the On-Premise Product(s) or Hosted Services, as applicable, identified in an Order, and any Updates.

1.1.13. "Update" means any update, enhancement, error correction, modification or new release to the Product that we make available to you.

1.2. General License Terms, Restrictions and Order of Precedence.

1.2.1. General License Terms. The Product is licensed, not sold, to you by us under the terms of this EULA and the Order. The scope of license granted by us to you for the Product is set out in section 3 (Product Family Specific Terms) and section 4 (Product Specific Terms).

1.2.2. Authorized Users. Anything your Authorized Users do or fail to do will be considered your act or omission, and you accept full responsibility for any such act or omission to the extent you would be liable if it were your act or omission.

1.2.3. Third Party Use. You may allow your agents, contractors and outsourcing service providers (each a "Permitted Third Party") to use the Product(s) licensed to you hereunder solely for your benefit in accordance with the terms of this EULA and you are responsible for any such Permitted Third Party's compliance with this EULA in such use. Any breach by any Permitted Third Party of the terms of this EULA will be considered your breach.

1.2.4. Restrictions. Except as otherwise expressly permitted in this EULA, you will not (and will not allow any of your Affiliates or any third party to):

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(h) permit your Affiliates to access or use the Product unless specifically authorized elsewhere in this EULA or the Order.

1.2.5. Limitations on Evaluation or Trial Licenses. If the Product is licensed to you on an evaluation or trial basis, then you may use the Product only for such purposes until the earlier of: (a) the end of the evaluation period, if any, specified in the Order, this EULA or otherwise communicated by us to you at the time of delivery; or (b) the start date of a paid for license to the Product; or © termination in accordance with the terms of this EULA. You may not extend the evaluation period by uninstalling and re-installing the Product(s) or by any other means other than our written consent. You must not use the Product in a production environment. You will be required to pay for a license for the Product at our then applicable license price if you continue to use the Product, whether in a production or non-production environment, after the evaluation license expires or terminates, and the terms and conditions of the EULA in effect at that time will apply to your continued use of the Product. A Product licensed to you on an evaluation or trial basis may be subject to one or more usage limits specified in section 3 (Product Family Specific Terms), section 4 (Product Specific Terms), the Order or otherwise communicated at the time of delivery (including posting of such limits at the location where you download the Product for evaluation). We may, at our sole discretion, decide whether to offer any maintenance and support for the Product during the evaluation period, and to include any conditions or limits on such maintenance and support. You may not circumvent any technical limitations included in the Product licensed to you on an evaluation or trial basis.

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1.2.7. Third Party Notices. The Product may contain or be accompanied by certain third-party components which are subject to additional restrictions. These components, are identified in, and subject to, special license terms and conditions which, in the case of On-Premise Product(s), are set out in the "readme.txt" file, the "notices.txt" file, or the "Third Party Software" file accompanying the Product or portions thereof, and in the case of Hosted Services, are set out in the third-party license agreement or notices that comes with the third-party component or is otherwise provided on the web page on which such third-party

component is made available ("Special Notices"). The Special Notices include important licensing and warranty information and disclaimers. Unless otherwise expressly stated for a given third-party component, all such third-party components may be used solely in connection with the use of the Product subject to and in accordance with the terms and conditions of this EULA and the Special Notices. In the event of conflict between the Special Notices and the other portions of this EULA, the Special Notices will take precedence (but solely with respect to the third-party component(s) to which the Special Notice relates).

1.2.8. Order of Precedence between EULA and Order. If there is any conflict between the terms and conditions in the Order and the terms and conditions of this EULA, or if the Order changes any of the terms of this EULA, the terms and conditions of the Order will apply, except if the Order is between you and an Authorized Reseller, or the Order is issued/generated by you. In the case where the Order is between you and an Authorized Reseller, the terms of the Order will apply subject to the following: (a) any terms and conditions in the Order imposing obligations on the Authorized Reseller that are in addition to or different from the obligations we have to you pursuant to this EULA will be born solely by the Authorized Reseller and our obligations to you and limits on our liability will be governed solely by the terms and conditions of this EULA and (b) any terms and conditions that conflict with or would otherwise alter any of the following under this EULA will have no effect unless expressly agreed to in a written instrument executed by us: our ownership rights, yours and our confidentiality obligations, your export compliance obligations, limitations on your rights as a U.S. Government customer (if applicable), our audit rights, restrictions on your right to assign, our publicity rights or governing law and jurisdiction. In cases where the Order is issued/generated by you, the terms and conditions of Section 1.19.2. of this EULA, governing a purchase order or other document you supply in connection with this EULA, shall apply to such Order.

1.2.9. Order of Precedence within EULA. If there is any conflict among the terms and conditions of this EULA, or if a section changes the terms of another section within this EULA, the order of precedence will be as follows: first, section 4 (Product Specific Terms) (if any); second, section 3 (Product Family Specific Terms) (if any); third, section 2.A (Terms for On-Premise Products) and/or section 2.B (Terms for Hosted Services), as applicable; and fourth and finally, section 1 (General Terms and Conditions).

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1.3.1. Overview of License Types. The license type for the Product will, unless otherwise specified in this EULA, be one of the following license types: perpetual, term or subscription. This will be confirmed in the Order or will be the default license type listed in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms).

1.3.2. Perpetual License Type. Your license to use the Product will continue in perpetuity unless earlier terminated in accordance with the terms of this EULA.

1.3.3. Term License Type. Your license to use the Product will continue until the expiration of the term identified in the Order unless earlier terminated in accordance with the terms of this EULA. If we continue to make the Product generally available to our customers, you may purchase a new term license for the Product from us or our Authorized Reseller.

1.3.4. Subscription License Type. Your license to use the Product will continue until the expiration of the subscription period identified in the Order unless earlier terminated in accordance with the terms of this

EULA. The procedure for renewing your license to the Product is set out in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms). If you upgrade your subscription to the Product, the upgrade will take effect immediately and you will be charged and must pay the applicable fee, and the term of your then-current subscription period may be extended, as described at the time you upgrade. You may not downgrade a subscription to the Product.

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1.7.2. Maintenance and Support for Perpetual or Term License Types. For Perpetual and Term License Types, unless otherwise expressly stated by us in the Order, first year annual maintenance and support (if offered by us) is required for the Product and starts on the date the Product is delivered. Thereafter, you may choose to purchase annual maintenance and support (if offered by us). If you do not purchase renewal maintenance and support services for a Product, then you will not receive any maintenance and support services for that Product and will have no entitlement to any benefits of maintenance and support services including, bug fixes, patches, upgrades, enhancements, new releases or technical support. If you want to reinstate lapsed maintenance and support services on a Product, and we offer reinstatement to our customers, then you may re-instate maintenance and support services by paying the then-current fee, plus a reinstatement fee for the lapsed maintenance and support period in accordance with our maintenance and support reinstatement policies then in effect.

1.7.3. Maintenance and Support for Subscription License Type. If the license type for the Product licensed to you is the subscription license type, then maintenance and support (if offered by us) is included in the subscription fees for each subscription period.

1.8. Fees and Taxes.

1.8.1. Payment Terms and Taxes. All fees payable to us are payable in the currency specified in the Order, or if no currency is specified, in United States Dollars, are due within 30 days from the invoice date and, except as otherwise expressly specified herein, are non-cancellable and non-refundable. We may charge you interest at a rate of 1.5% per month (or the highest rate permitted by law, if less) on all overdue payments. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that we must pay on such fees, except those based on our income. Invoices may be issued by our Affiliate. If you and we agree that you will pay by credit card, you will provide us with valid and updated credit card information and you authorize us to store such information and bill such credit card for all fees applicable: (a) at the time that you order the Product and (b) at the time of any renewal or upgrade.

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1.8.4. Orders between You and Our Authorized Reseller. Notwithstanding the above terms of this section 1.8 (Fees and Taxes), if you purchased your license to the Product and/or maintenance and support from an Authorized Reseller, then the fees will be set out in the Order between you and the Authorized Reseller. The Authorized Reseller may be responsible for billing and/or collecting payment from you and if so, the billing and collection terms agreed to between you and the Authorized Reseller may differ from the terms set out in this section 1.8 (Fees and Taxes).

1.8.5. No Reliance on Future Availability of any Product or Update. You agree that you have not relied on the future availability of any Product or Updates in your purchasing decision or in entering into the payment obligations in your Order.

1.9. Warranties.

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

1.9.2. Product Compliance with Documentation. We warrant to you that, for six (6) months from delivery (in the case of an On-Premise Product) or for the duration of the license (in the case of a Hosted Service), the Product will comply with the applicable Documentation in all material respects. Your exclusive remedy, and our sole liability, with respect to any breach of this warranty will be for us to use commercially reasonable efforts to promptly correct the non-compliance (provided that you notify us in writing within the warranty period and allow us a reasonable cure period). If we, at our discretion, reasonably determine that correction is not economically or technically feasible, we may terminate your license to the Product and provide you a full refund of the fees paid to us with respect to the Product (in the case of an On-Premise Product) or a refund of the prepaid fees for the unused portion of the license period (in the case of a Hosted Service). Delivery of additional copies of, or Updates to, the Product will not restart or otherwise affect the warranty period.

1.9.3. Warranty Exclusions. The warranty specified in section 1.9.2 (Product Compliance with Documentation) does not cover any Product provided on an unpaid evaluation or trial basis, or defects to the Product due to accident, abuse, service, alteration, modification or improper installation or configuration by you, your Affiliates, your or their personnel or any third party not engaged by us.

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1.10. Indemnification.

1.10.1. Our Indemnification Obligation.

1.10.1.1. Intellectual Property Infringement. We will defend you, and your officers, directors, employees, and agents from and against any and all third party claims, lawsuits, and proceedings alleging that your use of the Product, in accordance with the terms and conditions of this EULA, constitutes a direct infringement or misappropriation of such third party's patent, copyright or trade secret rights (the "IP Claim"), and we will indemnify you for damages finally awarded against you by a court of competent jurisdiction with respect to the IP Claim.

1.10.1.2. Exceptions. We will not indemnify you to the extent that the alleged infringement or misappropriation results from (a) use of the Product in combination with any other software or item not supplied by us; (b) failure to promptly implement an Update provided by us pursuant to 1.10.1.3 (Our Options); © modification of the Product not made or provided by us; or (d) use of the Product in a manner not permitted by this EULA. We also will not indemnify you if we notify you of our decision to terminate this EULA, and the license to the Product granted hereunder, in accordance with section 1.10.1.3 (Our Options) and you have not ceased all use of the Product within thirty (30) days of such notification.

1.10.1.3. Our Options. If a final injunction is, or we reasonably believe that it could be, obtained against your use of the Product, or if in our opinion the Product is likely to become the subject of a successful claim of infringement, we may, at our option and expense, (a) replace or modify the Product so that it becomes non-infringing (provided that the functionality is substantially equivalent), (b) obtain for you a license to continue to use the Product, or © if neither (a) nor (b) are reasonably practicable, terminate this EULA on thirty (30) days' notice and, if the Product was licensed to you on a Perpetual License or Term License basis, refund to you the license fee paid to us for the Product less an amount for depreciation determined on a straight-line five year (or actual term if shorter) depreciation basis with a commencement date as of the date of delivery of the Product, or if the Product was licensed to you on a Subscription License basis, refund to you the unused portion of the fees paid in advance to us for the then-current subscription period for the Product. THE INDEMNIFICATION PROVISIONS SET OUT IN THIS SECTION 1.10.1 STATE OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT OR ALLEGED INFRINGEMENT BY US OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS IN RESPECT OF THE PRODUCT OR ITS USE.

1.10.2. Your Indemnification Obligation.

1.10.2.1. Indemnification for Third Party-Claims. To the extent permitted by applicable law, you will defend us and our Affiliates, and our and their respective officers, directors, employees, and agents from and against any and all third party claims, lawsuits, and proceedings that arise or result from (a) your breach of this EULA, (b) your use, distribution and/or licensing of the Redistributables, if applicable, except to the extent it arises from an IP Claim covered under section 1.10.1 above, or © your failure or alleged failure to comply with Applicable Laws or any violation of a third party's rights in connection with your use of the Product (each a "Third-Party Claim" and collectively "Third-Party Claims") and you will indemnify for damages finally awarded by a court of competent jurisdiction with respect to any Third-Party Claim.

1.10.3. Control of the Defense or Settlement. For any indemnification obligation covered in section 1.10.1, "Indemnifying Party" means us, "Indemnified Party" means you, and "Claim" means an IP Claim. For any indemnification obligation covered in section 1.10.2, "Indemnifying Party" means you, "Indemnified Party" means us, and "Claim" means a Third-Party Claim. The Indemnified Party must provide the Indemnifying Party with prompt written notice of a Claim; however, the Indemnified Party's failure to provide or delay in providing such notice will not relieve the Indemnifying Party of its obligations under this section except to the extent the Indemnifying Party is prejudiced by the Indemnified Party's failure or delay. The Indemnified Party will give the Indemnifying Party full control of the defense and settlement of the Claim as long as such settlement does not include a financial obligation on or admission of liability by the Indemnified Party. If the Indemnified Party does not do so, then the Indemnified Party waives the Indemnifying Party's indemnification obligations under section 1.10.1 or 1.10.2, as applicable. The Indemnified Party will reasonably cooperate in the defense of the Claim and may appear, at its own expense, through counsel reasonably acceptable to the Indemnifying Party.

1.11. Confidentiality.

1.11.1. Confidentiality Obligations. Except as otherwise provided herein, each party agrees to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, and agrees to make no use of such information and know-how except under the terms of this EULA. However, neither party will have an obligation to maintain the confidentiality of information that (a) it received rightfully from a third party without an obligation to maintain such information in confidence; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or becomes a matter of public knowledge through no fault of the receiving party; or (d) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure (unless such prior notice is not permitted by applicable law) and complies with any protective order (or equivalent) imposed on such disclosure. You will treat any source code for the Product as our confidential information and will not disclose, disseminate or distribute such materials to any third party without our prior written permission. Each party's obligations under this section 1.11 will apply during the term of this EULA and for five (5) years following termination of this EULA, provided, however, that (i) obligations with respect to source code will survive forever and (ii) trade secrets will be maintained as such until they fall into the public domain.

1.11.2. Product Benchmark Results. You acknowledge that any benchmark results pertaining to the Product are our confidential information and may not be disclosed or published without our prior written consent. This provision applies regardless of whether the benchmark tests are conducted by you or us.

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

1.11, money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, the non-breaching party will be entitled to seek injunctive or similar equitable relief against such breach or threat of breach without proof of actual injury and without posting of a bond.

1.12. Data Collection and Personal Data.

1.12.1. Data Collection through use of the Product. THE PRODUCT MAY INCLUDE FEATURE(S) THAT (A) GATHER PRODUCT ACTIVATION, USAGE AND/OR ENVIRONMENT INFORMATION, (B) IDENTIFY TRENDS AND/OR BUGS, (C) COLLECT USAGE STATISTICS, AND/OR (D) TRACK OTHER DATA RELATED TO YOUR USE OF THE PRODUCT, AS FURTHER DESCRIBED IN THE CURRENT VERSION OF OUR PRIVACY POLICY AVAILABLE AT <https://www.progress.com/legal/privacy-policy>. BY YOUR ACCEPTANCE OF THE TERMS OF THIS EULA AND/OR USE OF THE PRODUCT, YOU AUTHORIZE THE COLLECTION, USE AND DISCLOSURE OF THIS DATA FOR THE PURPOSES PROVIDED FOR IN THIS EULA AND/OR THE PRIVACY POLICY.

1.12.2. Additional Data Collection Terms. Depending on the Product licensed to you, this EULA may contain additional data collection terms in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms) and/or, if we are hosting the Product, in section 2.B (Terms for Hosted Services).

1.12.3. Your Personal Data. If you determine that you will be supplying us with your Personal Data (as defined in the Data Processing Addendum referenced below) for us to process on your behalf, in the provision of maintenance and support services or hosting services (if the Product licensed to you is a Hosted Service) or during the course of any audits we conduct pursuant to section 1.14 (Audit), you may submit a written request at privacy@progress.com for the mutual execution of a Data Processing Addendum substantially in the form we make available at <https://www.progress.com/docs/default-source/progress-software/data-processing-addendum.pdf> and we will enter into such Data Processing Addendum with you. To the extent there is any conflict between this EULA and such Data Processing Addendum, the Data Processing Addendum will prevail with respect to our handling and processing of your Personal Data.

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

1.13.1. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET OUT IN THIS EULA OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 1.11 (CONFIDENTIALITY), OR YOUR MATERIAL VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS OR OF THE LICENSE RESTRICTIONS SET OUT IN THIS EULA, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ALL COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO THIS EULA WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AT LAW EXCEED, IN THE AGGREGATE, THE FEES PAID TO US FOR THE PRODUCT AND/OR SERVICE THAT IS THE SUBJECT OF THE CLAIM, PROVIDED, HOWEVER, THAT IF THE FEES PAID FOR SUCH PRODUCT AND/OR SERVICE ARE PAID ON A RECURRING BASIS, THEN THE NOT TO EXCEED LIMIT WILL BE THE FEES PAID TO US FOR THE PRODUCT AND/OR SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. OUR AFFILIATES AND LICENSORS, AND THE SUPPLIERS TO US, OUR AFFILIATES OR LICENSORS, WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HAVE NO LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR DAMAGES, DIRECT OR OTHERWISE, ARISING OUT OF THIS EULA, INCLUDING, WITHOUT LIMITATION, DAMAGES IN CONNECTION WITH THE PERFORMANCE OR OPERATION OF OUR PRODUCTS OR OUR PERFORMANCE OF SERVICES.

1.13.2 Disclaimer of Certain Types of Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET OUT IN THIS EULA OR YOUR MATERIAL VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS OR THE LICENSE RESTRICTIONS SET OUT IN THIS EULA, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS LICENSORS OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR TORT DAMAGES

ARISING IN CONNECTION WITH THIS EULA OR EITHER PARTY'S PERFORMANCE UNDER THIS EULA OR THE PERFORMANCE OF OUR PRODUCTS, OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BUSINESS, EVEN IF THE PARTY, ITS AFFILIATES, ITS LICENSORS, OR ANY OF THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

1.14. Audit. We may install and use automated license tracking, management and/or enforcement solutions with the Product, which you may not disrupt or alter. You will maintain records in connection with this EULA and the use of the Product and any Updates and/or services provided hereunder. Such records will include at a minimum the number of licenses purchased and being used by you. At our expense and with reasonable written notice to you, we or a third party appointed by us may audit the records, and if necessary and as applicable, the systems on which the Product or any Update is installed for the sole purpose of ensuring compliance with the terms of this EULA. We will have the right to conduct audits as necessary. These audits may be conducted on site at a location where you have installed the Product, remotely from our offices, or a combination of both, if applicable to the Product. On-site audits will be conducted during regular business hours, and neither on-site nor remote audits will interfere unreasonably with your business operations. You agree to share with us copies of all records referenced herein, as well as Product log files and other information reasonably requested by us promptly following such request, but in no event more than five (5) business days following receipt of our written request (or such longer period, if applicable, that we specify in the written request). We will treat all such information obtained or accessed by us during the audit as confidential information pursuant to section 1.11 (Confidentiality) for use by us only as necessary to ensure compliance with and enforcement of the terms of this EULA. If any audit reveals that you have underpaid license, maintenance and support or subscription fees, you will be invoiced for all such underpaid fees based on our list price in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the fees previously paid by you, then you will also pay our reasonable costs of conducting the audit and enforcement of this EULA.

1.15. Termination.

1.15.1. Termination for Breach. We may terminate this EULA by written notice at any time if you do not comply with any of your obligations under this EULA and fail to cure such failure to our satisfaction within thirty (30) days after such notice. This remedy will not be exclusive and will be in addition to any other remedies which we may have under this EULA or otherwise. 1.15.2. Effect of Termination. Upon expiration of your license term to the Product (if applicable) or earlier termination of this EULA, your license to access and/or use the Product and/or distribute the Redistributables (if applicable) will terminate. You must immediately cease use of the Product and destroy all copies of the Product in your possession (and required any Permitted Third Parties to do the same). Any licenses you have granted to the Redistributables in accordance with the terms and conditions of this EULA will, unless otherwise specified in section 3 (Product Family Specific Terms) or section 4 (Product Specific Terms), survive termination of this EULA.

1.15.3. Survival. Any provisions of this EULA containing licensing restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, audits rights, and any term of this EULA which, by its nature, is intended to survive termination or expiration, will remain in effect following any termination or expiration if this EULA, as will your obligation to pay any fees accrued and owing to us as of termination or expiration.

1.16. Assignment. You may not, without our prior written consent, assign or novate this EULA, any of your rights or obligations under this EULA, or the Products or any of our Confidential Information, in whole or in part, by operation of law, sale of assets, merger or otherwise, to any other party, including any parent,

subsidiary or affiliated entity. Your Change of Control will constitute an assignment for purposes of the preceding sentence. A "Change of Control" will include, but not be limited to, any merger, consolidation, amalgamation, reorganization or sale, transfer or exchange of the capital stock or equity interests of you in a transaction or series of transactions which results in the holders of your capital stock or equity interests holding less than 50% of the outstanding capital stock or equity interests immediately following such transaction(s).

1.17. Choice of Law. This EULA is governed by the laws of the Commonwealth of Massachusetts, U.S.A., without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by a good-faith discussion between the parties, then it will be submitted for resolution to a state or federal court in Boston, Massachusetts, USA, and the parties hereby irrevocably and unconditionally agree to submit to the exclusive jurisdiction and venue of such court. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods will not apply to this EULA.

1.18. Publicity. You agree that we may, in our sole discretion, publicize your use of the Product, and you license to us (and our Affiliates and necessary sublicensees) any intellectual property rights required to allow us (and our Affiliates and necessary sublicensees) to use your name, trade name(s), trademark(s), service mark(s), logo(s) and domain name(s) in connection with such publicity.

1.19. Miscellaneous.

1.19.1. Notices. Notices of termination, material breach, your insolvency or an indemnifiable claim ("Legal Notices") must be clearly identified as Legal Notices and sent via overnight courier or certified mail with proof of delivery to the following addresses: For us: 14 Oak Park Drive, Bedford, MA 01730, Attention: General Counsel. For you: your address set out in the Order. Legal Notices sent in accordance with the above will be effective upon the second business day after mailing. Either party may change its address for receipt of notices upon written notice to the other party.

1.19.2. Entire Agreement. This EULA, and any terms expressly incorporated herein by reference, will constitute the entire agreement between you and us with respect to the subject matter of this EULA and supersedes all prior and contemporaneous communications, oral or written, signed or unsigned, regarding such subject matter. Use of any purchase order or other document you supply in connection with this EULA will be for administrative convenience only and all terms and conditions stated therein will be void and of no effect. Except as otherwise expressly contemplated in this EULA, this EULA may not be modified or amended other than in writing signed by you and us.

1.19.3. Severability. If any provision of this EULA is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this EULA will remain in full force and effect.

1.19.4. Waiver. Failure or delay in exercising any right, power, privilege or remedy hereunder will not constitute a waiver thereof. A waiver of default will not operate as a waiver of any other default or of the same type of default on future occasions.

1.19.5. English Language. This EULA has been drawn up in English at the express wish of the parties. Le present contrat a ete redige en anglais a la demande expresse des parties.

1.19.6. Force Majeure. Neither you nor we will be liable for any delay or failure to take any action required under this EULA (except for payment) due to any cause beyond the reasonable control of you or us, as the case may be, including, but not limited to unavailability or shortages of labour, materials, or equipment, failure or delay in the delivery of vendors and suppliers and delays in transportation.

1.19.7. Our Use of Our Affiliates. We may, at our discretion, engage one or more of our Affiliates in the fulfillment of our obligations, including, our obligations for delivery of the Product to you and/or the provision of any maintenance and support services.

2.A. TERMS FOR ON-PREMISE PRODUCTS

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

2.A.2. Updates. Each Update to an On-Premise Product replaces part or all of the On-Premise Product (or earlier Update) previously licensed to you ("Replaced Product") and will terminate such previously licensed Replaced Product to the extent replaced by the Update; provided, however, that you may continue to operate the Replaced Product for up to ninety (90) days from delivery of the Update to allow you to complete your implementation of the Update. You must cease all use of the Replaced Product at the end of the ninety (90) day period. Each Update will be subject to the terms and conditions of the license agreement accompanying the Update which must be accepted by you at the time you download or install the Update. If you do not agree to the license agreement accompanying the Update, do not download or install the Update.

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

2.B. TERMS FOR HOSTED SERVICES THIS SECTION IS NOT APPLICABLE

3. PRODUCT FAMILY SPECIFIC TERMS

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

3.1. Product Family Definitions.

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

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

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

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

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

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

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

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

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

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

3.1.10. "Server" means a logical computer (can be a physical hardware or a virtual machine) with one or more CPUs on which the Product resides, along with the applications utilizing the Product, and which can be accessed by other computers. If the Product is installed on a Container, such Container is treated as a separate Server.

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

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

3.2. License Grant. Subject to the terms and conditions contained in this EULA, including all Orders and License Addenda (as defined below), we grant to you a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the Product identified in the Order. We also grant you a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the Documentation. The license model applicable to the Product license granted to you will be identified in the Order and described in section 3.4 (Product Family License Models) or section 4.2 (Product-Specific License Models).

3.3. Product Family Applicable License Restrictions. The following license restrictions apply in addition to those set forth in section 1.2.3

(Restrictions):

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

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

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

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

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

3.4.2. Named User/Seat License. A Named User or Seat License grants you the right to designate a Named User to access and use the Product or access and use an application which can access the Product. You must be able to identify and count each Named User. A Named User License is a multi-server license in that it is not limited by Core, CPU or Server count, but the Product must be used on a single Platform. A Named User may not be designated concurrently on different computers or devices or shared by multiple users. A Named User does not have to be logged on to the Product to be counted as a Named User. A Named User License designation may be transferred from one Named User to another provided that the original Named User no longer requires and is no longer permitted access to the Product. The foregoing transfer right will not affect the assignment prohibition set forth in section 1.16 (No Assignment). All Named Users must be bound to the terms and conditions of this EULA.

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

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

3.4.5. Application Specific License. If the Order lists a specific application authorized for use with the Product, or if you obtained the Product in conjunction with a software application provided by a third party, the Product is licensed for use only with that application. Use with any other application/product is strictly prohibited. You will also be subject to the license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Named User/Seat License, etc.) designated in the Order. In no event do we make any representations or warranties, express, implied or arising by custom or trade usage, regarding a third party's application and assume no liability or responsibility for such application.

3.4.6. Developer License. A Developer License limits your access to and use of the Product to internal application development and support purposes only. If the license is for components of the Product only, then this right is limited to those components. You will also be subject to the license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Server/Machine License, etc.) designated in the Order. A Developer License may not be transferred.

3.4.7. Disaster Recovery License. A Disaster Recovery License will only be used by you for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. In that case, a Disaster Recovery License grants you the right to use the Product for a period not to exceed ninety (90) days ("D/R Deployment Period"). You will notify us in writing within five (5) business days of the commencement of the D/R Deployment Period. You will also be subject to the same quantity limits and license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Server/Machine License, etc.) designated in the Order. A Disaster Recovery License may be transferred from one Server or CPU to another with prior notice to us so long as such change is permitted by the underlying license model. No Disaster Recovery License is required for a switch from a primary Server to a secondary Server so long as the primary Server is permanently disabled. However, a Disaster Recovery License is required for any other temporary reassignment between the primary Server and any other Server. The foregoing transfer right will not affect the assignment prohibition set forth in section 1.16 (No Assignment).

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

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

3.5. General Usage Limitations

3.5.1. Templates, Samples and/or Accelerators.

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

3.5.1.2. No Maintenance and Support. Any maintenance and support services offered by us for the Product will not include maintenance and support

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

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

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4. PRODUCT SPECIFIC TERMS

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

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

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

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

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

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

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

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

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

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Connections utilized by the Server and the maximum number of CPUs utilized by the Server whether or not such access is simultaneous or consecutive. For the purposes of this provision only a "Connection" is defined as the driver state after a successful call to `SQLConnect`, `SQLDriverConnect`, or `SQLBrowseConnect` and before termination of this state, normally through a successful call to `SQLDisconnect`. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each core processor count as one (1) CPU. The Product may only be used by Server-based applications running on that Server accessed by other computers and may not be installed via file sharing on a local area network file system.

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

4.2.7. Virtualized Environment. The terms of this section apply only to Products licensed under a Core license model. Notwithstanding anything in the EULA to the contrary, you may install and use the Product (s) in a virtual machine environment, provided however, that you must not allow more than the number of applicable licensed Cores to be allocated to each Product via the virtual machine technology. The applicable licensed Cores will be the number of Cores that you are licensed to install and use each Product as specified in the Order. Any allocation of any portion of a Core's processing ability to the Product will constitute one Core toward the virtual machine environment licensed hereunder. You will be responsible for allocating the Cores to the Product(s) in a manner to ensure compliance with this restriction. Use of the Product(s) in any configuration or environment (including, without limitation, dynamic virtualization where additional Cores could be allocated to the Product(s) at peak load times) that at any time exceeds the restrictions set forth above is strictly prohibited, and requires the purchase of additional licenses.

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4.2.10. Workstation License. If the Product is licensed on a Workstation basis, each Workstation using or accessing the Product must be licensed. A "Workstation" is defined as a computer that is operated, either attended or via remote access, by one person at a time, and cannot be used by more than one person, directly or indirectly, simultaneously. In no event will the number of workstations utilizing or accessing the Product exceed the number of Workstations identified in the Order.

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

4.2.12. Term and Subscription Licenses. If the Order specifies that your license to the Product(s) is a term or subscription license, then, unless otherwise specified in the Order, your license to the Products will not auto renew and the term of this EULA and your license to the Product(s) hereunder will expire on the expiration date stated in the Order unless sooner terminated in accordance with the terms of this EULA. For the duration of the Term or Subscription license (as applicable) you will be further subject to the license terms of the appropriate license model for the Product (e.g., CPU, Core, Server/Machine, etc.) designated in the Order. Upon completion of the term or subscription (as applicable) the Product(s) may automatically timeout or cease to function. Upon completion of the term or subscription (as applicable), all of your license rights in and to the Products will terminate and you must satisfy the requirements in section 1.15.2 (Effect of Termination).

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

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

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

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

4.3.4.1. If the Product is Stylus Studio, Stylus Studio XML Enterprise Suite, or Stylus Studio XML Professional Suite then the Product is licensed on either:

(a) a named user basis meaning specific individuals are authorized to access the Product and the total number of named users may not exceed the total number licensed by you; or

(b) a Concurrent User basis meaning the quantity of Concurrent Users (as defined above) identified in the Order for the Product must equal the maximum number of users concurrently using or accessing the Product at any given time in accordance with the Concurrent User license model described above. Stylus Studio, Stylus Studio XML Enterprise Suite and Stylus Studio XML

Professional Suite are subject to the additional restriction that it may be used by you solely for development and testing of software applications, and not in conjunction with the deployment of such software applications.

4.3.4.2. If the Product is Stylus Studio XML Home Edition, then the Product is licensed on a single named user basis for personal use only. The Stylus Studio XML Home Edition is subject to the additional restriction that it not be used in conjunction with any commercial or for-profit transactions. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 1.9 (WARRANTIES), AND EXCEPT AS PROHIBITED BY

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4.3.4.3. Notwithstanding anything to the contrary in section 3.4.8 (Evaluation License), if the Product is an evaluation version of Stylus Studio, then the Product is licensed on a single named user basis and is subject to the additional restriction that it be used by you solely for evaluation of software applications, and not in conjunction with the development or deployment of such software applications. You must purchase a license for Stylus Studio for the development and testing of software applications. Evaluation includes the use of Products in performance benchmarking. We update the Product regularly and benchmarking data for the Product is subject to change. Benchmark tests on prior versions of the Product may yield results that are not reflective of the performance of the current version of the Product. The most current version of the Product is available at www.stylusstudio.com. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE EVALUATION VERSION OF STYLUS STUDIO CONTAINS A DISABLING DEVICE THAT WILL AUTOMATICALLY DISABLE THE PRODUCT FIFTEEN (15) DAYS FROM INSTALLATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 1.9 (WARRANTIES), THE EVALUATION VERSION OF STYLUS STUDIO IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE MAKE NO WARRANTIES WITH RESPECT TO THE EVALUATION VERSION OF STYLUS STUDIO, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT.

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4.3.4.5. The Product may contain programs that perform automated collection of system data and transmit said data to equipment owned by us or under our control in order to (i) register your activation of the Product, (ii) perform automated updating services for the Product, and/or (iii) validate whether you are entitled to use the Product. System data collected through such programs may be used by us for the purpose of providing you with remote system services and/or for the purpose of enforcing the terms and conditions of this EULA.

4.3.4.6. Notwithstanding anything to the contrary in this EULA, maintenance and support for Stylus Studio products is only available online via the Stylus Studio Developer Network (SSDN).

4.3.5. Progress OpenAccess Development Product. If the Product licensed to you is a Progress OpenAccess Development Product the following additional requirements apply: Except as expressly permitted pursuant to this EULA, neither the Progress OpenAccess Development Product nor any part thereof may be (i) embedded in another software program or application or (ii) used in connection with the operation of a software program or application in a production environment. Any use by you of the Progress OpenAccess Runtime Components included in the Progress OpenAccess Development Product must be limited to use

solely for the purpose of developing and testing the operation of the Custom Driver in a development environment, and under no circumstances may such Progress OpenAccess Runtime Components be used or deployed for productive use. You must purchase a separate deployment license for the Progress OpenAccess Runtime Product (as defined above) in order to use and deploy said Progress OpenAccess Runtime Components in a production environment.

4.3.6. Progress OpenAccess Runtime Product. If the Product licensed to you is a Progress OpenAccess Runtime Product the following additional requirements apply:

4.3.6.1. You are permitted to make and deploy copies of the Progress OpenAccess Runtime Product strictly on an internal deployment basis for use in conjunction with the User Interface Provider to create a Custom Driver where such Custom Driver is used solely by you in an internal testing and/or production environment. If the Progress OpenAccess Runtime Product licensed to you is restricted to use for a specific application in accordance with section 3.4.5 (Application Specific License), then your use of the Custom Driver and Progress OpenAccess Runtime Product is limited to use in connection with the designated application. You are further subject to the license terms of the appropriate license model for the Progress OpenAccess Runtime Product as identified in the Order and as described in this EULA.

4.3.6.2. NOTWITHSTANDING THE PROVISIONS OF SECTION 1.9 (WARRANTIES), YOU UNDERSTAND AND ACKNOWLEDGE THAT THE PROGRESS OPENACCESS RUNTIME COMPONENTS DEPLOYED BY YOU IN CONJUNCTION WITH THE CUSTOM DRIVER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE AND WE SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT.

4.3.7. Progress Hybrid Data Pipeline Product. If the Product licensed to you is the Progress Hybrid Data Pipeline Product the following additional requirements apply:

4.3.7.1. The Product consists of four main parts: (1) the Hybrid Data Pipeline Server, (2) the Hybrid Data Pipeline client libraries (e.g., ODBC and/or JDBC), (3) the Hybrid Data Pipeline data source connectors and (4) the Hybrid Data Pipeline on-premises connector. The Product is licensed under a Core license model; however, the Core license unit quantity limitation specified in the Order will apply only to the Hybrid Data Pipeline Server portion of the Product. You may install and use the Hybrid Data Pipeline client libraries and Hybrid Data Pipeline data source connectors designated in the Order and, subject to subsection 4.3.7.3 below, the Hybrid Data Pipeline on-premises connector on an unlimited number of Servers with any number of Cores.

4.3.7.2. The Order will designate each Hybrid Data Pipeline client library licensed to you (e.g., ODBC, JDBC and/or OData). The Order will also identify a Hybrid Data Pipeline data source connector for each data source supported by us and that you are authorized to use the Product to connect to. Each license to the Product includes Hybrid Data Pipeline data source connectors for up to three (3) supported data sources to be selected by you and identified in the Order. For each data source identified in the Order, you may utilize the applicable Hybrid Data Pipeline data source connector and, subject to subsection 4.3.7.3 below, the Hybrid Data Pipeline on-premises connector to access and transmit data to and from an unlimited number of database instances of that data source. You may purchase a license for additional Hybrid Data Pipeline data source connectors to access additional supported data sources at our then-current pricing.

4.3.7.3. The Hybrid Data Pipeline on-premises connector will be included in the license to the Progress Hybrid Data Pipeline Product unless expressly excluded in the applicable Order.

4.3.7.4. The Hybrid Data Pipeline data source connectors and the Hybrid Data Pipeline on-premises connector (if applicable in accordance with subsection 4.3.7.3 above) may only be used in conjunction with the operation of the Hybrid Data Pipeline Server.

4.3.7.5. The Product licensed and delivered to you may include on the media or in the electronically delivered files, as applicable, Hybrid Data Pipeline data source connectors enabling connectivity to data source(s) other than those identified in the applicable Order and/or the Hybrid Data Pipeline on-premises connector despite its express exclusion in the applicable Order. You may only use the Progress Hybrid Data Pipeline data source connectors to connect to the data sources that are listed in the applicable Order and may not use the Hybrid Data Pipeline on-premises connector if it has been expressly excluded in the applicable Order.

End User License Agreement

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Fmask

ENVI uses the Fmask algorithm cited in the following references:

Zhu, Z., S. Wang, and C. E. Woodcock. "Improvement and Expansion of the Fmask Algorithm: Cloud, Cloud Shadow, and Snow Detection for Landsats 4-7, 8, and Sentinel 2 Images." *Remote Sensing of Environment* 159 (2015): 269-277, doi:10.1016/j.rse.2014.12.014 (paper for Fmask version 3.2).

Zhu, Z., and C. E. Woodcock. "Object-Based Cloud and Cloud Shadow Detection in Landsat Imagery." *Remote Sensing of Environment* 118 (2012): 83-94, doi:10.1016/j.rse.2011.10.028 (paper for Fmask version 1.6).

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NNDiffuse methodology for pan-sharpening of multispectral imager was developed by the Digital Imaging and Remote Sensing Laboratory in the Chester F. Carlson Center for Imaging Science at RIT. For more information on the methodology please see:

"Pan-sharpening of spectral image with anisotropic diffusion for fine feature extraction using GPU", W. Sun & D.W. Messinger, Algorithms and Technologies for Multispectral, Hyperspectral, and Ultraspectral Imagery XIX, Proceedings of SPIE vol. 8743, Baltimore, MD May 2013

and

"Nearest-neighbor diffusion-based pan-sharpening algorithm for spectral images", Weihua Sun; Bin Chen; David W. Messinger, Opt. Eng. 53 (1), 013107 (January 24, 2014); doi:10.1117/1.OE.53.1.013107

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