



END USER LICENSE AGREEMENT

If you have another valid, signed agreement with Licensor or a Licensor authorized reseller which applies to the specific Licensor Software, Software Services, Maintenance or Consulting Services you are downloading, accessing or otherwise receiving, that other agreement shall control; otherwise by using, downloading, installing, copying, or accessing Licensor Software, Software Services, Maintenance or Consulting Services, or by clicking on "I accept" on or adjacent to the screen where these Master Terms may be displayed, you hereby agree to be bound by and accept these Master Terms. These Master Terms shall also apply to any Maintenance or Consulting Services you later acquire from Licensor relating to the Software or Software Services.

You may place orders under these Master Terms by submitting separate Order Form(s). Capitalized terms used in these Master Terms and not otherwise defined, are defined at <https://terms.tibco.com/posts/845635-definitions>.

- 1. License Models, License Grant, Rights and Restrictions.** Licensor provides Software on a Perpetual, or Term basis, embedded and delivered as part of Equipment, as Software Services and on a Subscription basis. The Supplemental Terms, include, but are not limited to, the license grant, rights and restrictions for each of the foregoing (including for evaluation purposes) which are located at <https://terms.tibco.com>. The availability of Software in one or more of the foregoing license models is at Licensor's sole discretion. Additional license requirements and notices, if any, if not included at <https://terms.tibco.com>, shall be contained in the Documentation that is delivered with the applicable Software.
- 2. Maintenance.** Licensor will deliver Maintenance as set forth in an Order Form.
- 3. Consulting Services.** Customer may procure Consulting Services under an Order Form. Unless otherwise expressly agreed in an Order Form, all Consulting Services will be: (a) performed on a time and materials basis ("T&M"), with meals, lodging, travel and other reasonably necessary out-of-pocket expenses, such as hardware and software acquired by Licensor to support the project ("Expenses"), invoiced in addition to T&M fees, and (b) deemed accepted upon delivery. Materials are owned by and remain the confidential information of Licensor, excluding Output.
- 4. Financial Terms.** Unless otherwise agreed, Customer shall pay any fees and related charges set forth in an Order Form or which otherwise come due, net thirty (30) days from Licensor's invoice. Licensor may increase recurring fees at any time upon sixty (60) days prior written notice. A service charge of one and one-half percent per month (or such lower amount as permitted by applicable law) will be applied to all fees and charges that are not paid on time. Failure to make timely payments shall be a material breach of the Agreement and Licensor will be entitled to suspend any or all of its performance obligations hereunder and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Licensor. Customer agrees to pay all sales, use, value-added, goods and services, consumption, withholding, excise and any other similar taxes or government charges,

exclusive of Licensor's income taxes. Except as expressly set forth in the "Termination" or "Remedies" section, all fees and charges paid under or in connection with the Agreement are non-refundable and no right of set off exists. Licensor does not permit aggregation of products, services, purchase or license models or cumulative fees paid across separate Product Lines to trigger preferred pricing or discounts. Customer agrees that Licensor's license to Customer of any rights hereunder to the Software, the Consulting Services and/or the Maintenance is expressly conditioned on Customer's strict adherence and compliance with Customer's payment obligations to Licensor hereunder, and Customer's obligation not to make any unauthorized copies, derivative works, distribution, display or performance of the Software, or to violate any restriction or use limitation of the Software.

5. Ownership. Software, Materials, and Documentation (collectively "Protected Materials") are proprietary to Licensor and its licensors and protected by applicable U.S. and international patent, copyright, trademark and trade secret laws. Licensor and its licensors shall retain ownership in the Protected Materials and all derivatives thereof, and any intellectual property or other rights embodied therein. All proprietary notices incorporated in or affixed to any Protected Materials must be duplicated by Customer on all copies of the Protected Materials, as applicable, and must not be altered, removed or obliterated. Except as stated herein, Customer receives no other rights to use any of Licensor's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

6. Confidentiality. Each party agrees to protect Confidential Information in the same manner as it protects its own (but using no less than a reasonable degree of protection) and may only disclose Confidential Information to those with a need to know that information and who have agreed in writing to be bound by terms at least as protective as those contained in the Agreement. It is understood that the confidentiality provisions contained herein do not apply to any information that can be demonstrated by written evidence is: (a) available to the public other than by a breach of a confidentiality obligation, (b) rightfully received from a third party not in breach of a confidentiality obligation, (c) independently developed by one party without use of the Confidential Information of the other; or (d) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation).; or (e) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Licensor may use Customer's Confidential Information in an aggregated, anonymized form, provided that such data is aggregated from more than one customer and does not identify Customer, Customer employees or Customers' customers. Each party agrees to indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from a breach of this Section and that money damages would not be a sufficient remedy for a breach of confidentiality. The parties are entitled to seek injunctive or other equitable relief under this clause without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief shall not be the exclusive remedy for any breach of confidentiality, but is in addition to all other rights and remedies available at law or in equity. Notwithstanding anything to the contrary, Licensor's source code shall be kept confidential in perpetuity. Affiliates of either party are included in the

definition of "Licensor" and "Customer", respectively, for purposes of this Section entitled "Confidentiality". Confidential Information remains the sole property of the disclosing party, and each party acknowledges and agrees that it does not acquire any rights therein. Use by a recipient of Confidential Information for the purposes contemplated under the Agreement, including, but not limited to, any configuration or use by Customer of the Software or Materials, does not affect or diminish the disclosing party's rights, title and interest in and to Confidential Information.

- 7. Data Protection and Security Plan.** To the extent Licensor is exposed to an individual's Protected Data, Licensor agrees it has and shall continue to maintain a data protection and security plan.
- 8. Additional Customer Obligations.** (a) Except in the case of Software Services provided by Licensor or as may be otherwise set forth in an Order Form, Customer is responsible for performing and securing a full system, data back-up on a regular basis (the frequency of which shall be at the Customer's sole discretion) and retaining an electronic copy of Customer's data derived from the back-up, which is stored in a secure place at an alternate location. Licensor assumes no responsibility and accepts no liability for the protection, loss, destruction or maintenance of Customer's data even though Licensor may from time to time recommend daily system back-up and verification procedures. (b) Customer shall provide Licensor with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Licensor in order to perform its obligations under this Agreement, including but not limited to, providing security access, information, and software interfaces to Customer's applications. Customer acknowledges and agrees that Licensor's performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer. Licensor shall be entitled to rely on all decisions and approvals of Customer.
- 9. Indemnity.** Licensor hereby agrees at its own expense to defend or, at its option, settle, any claim or action brought against Customer to the extent it is based on a claim that the Licensor Software, or Materials, all as updated by Licensor and used in accordance with the Agreement, infringes any patent, copyright, or any trade secret of a third party. Furthermore, Licensor will indemnify and hold Customer harmless from and against damages, costs and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment ("Indemnity"). Licensor's obligations to defend, settle or indemnify Customer are subject to Customer promptly notifying Licensor in writing of such claim; Licensor having the exclusive right to control such defense and/or settlement; and Customer providing reasonable assistance (at Licensor's expense) in the defense thereof. In no event shall Customer settle any claim, action or proceeding without Licensor's prior written approval.
- 10. INDEMNITY EXCLUSIONS.** LICENSOR SHALL NOT BE LIABLE TO THE EXTENT ANY CLAIM REGARDING CUSTOMER'S USE OF THE LICENSOR SOFTWARE, SOFTWARE SERVICES AND MATERIALS IS BASED UPON OR ATTRIBUTABLE TO: (A) MODIFICATIONS MADE BY CUSTOMER TO THE LICENSOR SOFTWARE, SOFTWARE

SERVICES AND MATERIALS OR PORTIONS THEREOF; (B) SUCH CLAIM WOULD HAVE BEEN AVOIDED BY USE OF THE THEN CURRENT RELEASE OF THE LICENSOR SOFTWARE, OR SOFTWARE SERVICES MADE AVAILABLE TO CUSTOMER; (C) CUSTOMER'S CONTINUED ALLEGEDLY INFRINGING ACTIVITY AFTER BEING PROVIDED WITH MODIFICATIONS THAT WOULD HAVE AVOIDED THE ALLEGED INFRINGEMENT; OR (D) CUSTOMER'S OUTPUT.

- 11. REMEDIES.** IN THE EVENT OF A BREACH OF AN INDEMNIFICATION OBLIGATION THAT ARISES UNDER THE SECTION ENTITLED "INDEMNITY", LICENSOR'S LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (IN ADDITION TO THE "INDEMNITY") SHALL BE FOR LICENSOR AT ITS OWN EXPENSE, TO EITHER (A) REPAIR, REPLACE OR MODIFY THE AFFECTED LICENSOR SOFTWARE OR SOFTWARE SERVICES OR RE-PERFORM THE AFFECTED CONSULTING SERVICES OR (B) ALTERNATIVELY, PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO USE THE AFFECTED LICENSOR SOFTWARE, SOFTWARE SERVICES, OR MATERIALS. IF THE FOREGOING REMEDIES ARE NOT COMMERCIALY FEASIBLE (IN THE REASONABLE OPINION OF LICENSOR), LICENSOR MAY (I) CANCEL THE APPLICABLE ORDER FORM AND, AS APPLICABLE, FOR THE AFFECTED LICENSOR SOFTWARE OR SOFTWARE SERVICES, REFUND THE LICENSE FEES AND ANY UNEARNED MAINTENANCE FEES PAID TO LICENSOR BY CUSTOMER FOR THE AFFECTED LICENSOR SOFTWARE OR SOFTWARE SERVICES, OR (II) FOR CONSULTING SERVICES REFUND ALL AMOUNTS PAID TO LICENSOR BY CUSTOMER FOR THE AFFECTED CONSULTING SERVICES.
- 12. Warranties and Disclaimers.** THE WARRANTIES, IF ANY, SET FORTH IN THE SUPPLEMENTAL TERMS ARE IN LIEU OF, AND LICENSOR, ITS LICENSORS, WEBHOST, DATACENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, MATERIALS OR SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER TO ACHIEVE CUSTOMER'S INTENDED RESULTS. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, LICENSOR CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. ALL ALPHA, BETA, DEVELOPER EVALUATION, FREE TRIAL AND EVALUATION LICENSES ARE PROVIDED ON AN AS IS

AND AS AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, MAINTENANCE OR INDEMNITY OBLIGATION ON THE PART OF LICENSOR

- 13. LIMITATION OF LIABILITY.** EXCEPT FOR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS INCLUDING, WITHOUT LIMITATION, TRADE SECRETS, DAMAGE FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OR ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED UNDER APPLICABLE LAW (THE "EXCLUDED MATTERS"), IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE FOR ANY LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA, LOST REVENUE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, DOWNTIME COSTS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE OF DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, THE USE OR THE INABILITY TO USE THE SOFTWARE, SOFTWARE SERVICES, MAINTENANCE OR CONSULTING SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER TO ACHIEVE CUSTOMER'S INTENDED RESULTS. EXCEPT FOR THE EXCLUDED MATTERS, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR ALL CLAIMS ARISING OUT OF OR AS A RESULT OF THE AGREEMENT EXCEED THE GREATER OF 1,000,000 USD OR THE FEES PAID BY CUSTOMER TO LICENSOR UNDER THE APPLICABLE ORDER FORM.
- 14. Export.** Software, Software Services, Documentation, Materials and related 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 of other countries. Customer hereby agrees that it will not export or re-export or provide access to the Software, Software Services, Documentation, and Materials in any form in violation of any applicable export or import laws of any jurisdiction.
- 15. Government Use.** If the Software, Software Services, Documentation, Materials and any other Licensor services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Software Services, or any related documentation of any kind, including technical data, manuals or Materials, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software, Materials and any Licensor services are COMMERCIAL ITEMS AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. Use of the Software and Materials by the Government is further restricted according to the Agreement and any amendment hereto.

16. Term and Termination. This Agreement shall remain in effect until termination or expiration of all Order Forms, unless otherwise terminated earlier as provided hereunder. Either party may terminate: (a) this Agreement and/or any or all applicable Order Forms upon thirty (30) days prior written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within the thirty (30) day notice period; (b) Maintenance, Term License or Subscription, upon prior written notice at least sixty (60) days prior to the end of any applicable annual Maintenance period or Term; or (c) an Order Form for Consulting Services, upon fifteen (15) days prior written notice by Customer or thirty (30) days prior written notice by Licensor. Order Forms that are not terminated or have not expired shall remain in full force and effect under this Agreement. The Agreement shall automatically terminate if either party files for bankruptcy, goes into receivership, becomes insolvent or makes an assignment for the benefit of creditors. Upon termination or expiration of this Agreement or an Order Form, Customer must cease using, de-install and permanently delete all of the applicable Software; whether or not modified or merged into other materials. Termination of this Agreement or any Order Form shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement.

17. Suspension. Licensor will be entitled to suspend any or all Software Services, Maintenance and/or Consulting Services upon 10 days written notice to Customer in the event Customer is in breach of this Agreement. Further, Licensor may suspend Customer's access and use of the Software Services if, and so long as, in Licensor's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of the Software Services or the operation of Licensor's network or systems. Licensor will provide Customer advance notice of any such suspension at Licensor's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Licensor will use reasonable efforts to re-establish the affected Software Services promptly after Licensor determines, in its reasonable discretion, that the situation giving rise the suspension has been cured by Customer. Licensor may terminate the Software Services if any of the foregoing causes of suspension remain uncured by Customer. If Software Services are terminated by Licensor due to the foregoing, Licensor shall either provide Customer with or allow Customer access sufficient to retrieve all Customer's Output in comma separated value (CSV) format. Customer shall pay Licensor for its work resolving the situation giving rise to the suspension on a T&M basis, plus reasonable out-of-pocket expenses.

18. General Provisions

(a) All notices required under this Agreement shall be in writing. Notices will be effective if dispatched by facsimile; or electronic mail; by hand; reliable overnight delivery service or first-class, pre-paid mail if sent to the contract address for the intended recipient set forth in an Order Form. A copy of any notice of default, breach or termination shall also being sent to that party's General Counsel.

(b) The losing party shall pay all reasonable costs, including, without limitation attorney's fees, incurred by the prevailing party in any action brought to enforce the prevailing party's rights under this Agreement.

(c) This Agreement shall not be interpreted to create an agency or consignment relationship, and neither party is a partner, employee, agent or joint venture partner of, or with, the other.

(d) During the term of any Order Form and for a period of one (1) year following expiration or termination of an Order Form, neither party shall actively solicit for employment any employee, contractor, or consultant, or other representative of the other party who performed services in connection with the applicable Order Form, without the prior written consent of the other party.

(e) Licensor may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve Licensor from responsibility for performance of its duties under the terms of this Agreement.

(f) During the term of any Order Form and for a period of one (1) year following expiration or termination of an Order Form, Customer hereby grants Licensor and its independent auditors, at Licensor's expense, the right to audit Customer's compliance with this Agreement upon ten (10) days' notice and at reasonable times and to report any results to Licensor's licensors. Customer shall at no cost to Licensor (i) provide any assistance reasonably requested by Licensor or its designee in conducting any such audit, including installing and operating audit software, (ii) make requested personnel, records, and information available to Licensor or its designee, and (iii) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. Customer's failure to comply with the provisions of this section will constitute a material breach of this Agreement. If the audit reveals any noncompliance, Customer shall reimburse Licensor for the reasonable costs and expenses of the audit (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of Licensor's termination rights and do not affect Licensor's right to payment for Software, Software Services or Materials related to usage in excess of the Number of Units.

(g) No waiver by either party of any breach of any provision of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

(h) Dates or times by which one party is required to perform under the Agreement shall be postponed automatically for so long as that party is prevented from performing by any act of or failure to act by, the other party. No delay or default in performance of any obligation by either party (except payment obligations), shall constitute a breach of the Agreement to the extent caused by force majeure or any other cause which is beyond its reasonable control, including, but not limited to,

fires, strikes, accidents, or acts of God.

(i) Except for an assignment, in whole or part, by Licensor to an Affiliate, neither party may assign this Agreement, in whole or in part, and/or any of its rights and/or obligations without the prior written consent of the other party (which shall not be unreasonably withheld). Any such attempted assignment shall be void. For the purposes of the foregoing, a change in control of Customer is deemed to cause or attempt to cause an assignment of the Agreement, in whole or part, and shall require Licensor's prior written consent.

(j) To the extent Customer or its successors or assigns enters into an Extraordinary Corporate Event after an Order Form Effective Date, those users, divisions or entities, which were added to or divested from Customer's organization as a result of the Extraordinary Corporate Event are not authorized to use the Software or Materials until those users, divisions or entities are added to this Agreement by way of a written amendment signed by duly authorized officers of the Licensor and Customer, or in the case of a divestiture, the divested entity.

(k) This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Licensor under this Agreement shall apply equally to the owner of any Third Party Software, and such third party is an intended third party beneficiary of this Agreement.

(l) The parties' rights and obligations under this section and sections entitled "Financial Terms", "Proprietary Notices", "Confidentiality", "Warranties and Disclaimers", "Indemnity", "Indemnity and Warranty Exclusions", "Remedies", "Disclaimers", "Limitation of Liability", "General Provisions" and those surviving provisions of the Supplemental Terms shall survive the expiration or termination of this Agreement and/or an Order Form.

(m) If Customer is entering into the Agreement from a European Union member country, United Kingdom, Norway, Switzerland, India or Australia, then the Agreement is governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales. If Customer is entering into the Agreement from Japan, then the Agreement is governed by the laws of Japan and subject to the exclusive jurisdiction of the courts of Japan. Otherwise, the Agreement is governed by the laws of the State of California without giving effect to its conflict of laws principles, and Customer agrees to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from the Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

(n) If any sentence, clause or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law, including, but not limited to, any

limitation of liability, the validity, legality and enforceability of the remaining clauses and provisions shall in no way be affected or impaired thereby. The affected provision shall be interpreted in such a manner as to render it enforceable while attempting to closely approximate the intent and the economic effect of the affected provision.

19. Agreement Structure and Scope.

(a) Order of precedence. To the extent any terms and conditions of the Master Terms or Supplemental Terms conflict with the terms and conditions of additional license requirements or notices contained in the Documentation, then such license requirements or notices pertaining to Third Party Software included with the Software, shall control. To the extent any terms and conditions of these Master Terms conflict with the Supplemental Terms, the Supplemental Terms shall control. To the extent the Order Form conflicts with the Master Terms or Supplemental Terms, the Order Form shall control.

(b) Entire Agreement. The Agreement constitutes the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party, except in the case of an Order Form where Licensor's acceptance shall be deemed to have occurred on Licensor's initial delivery of products or services under the Order Form. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

Addenda:

*

SFL4J LOG4J-12 Binding 1.5.2

slf4j License

Copyright (c) 2004-2005 SLF4J.ORG

Copyright (c) 2004-2005 QOS.ch

All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of



this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

*

SFL4J LOG4J-12 Binding 1.5.2

slf4j License

Copyright (c) 2004-2005 SLF4J.ORG

Copyright (c) 2004-2005 QOS.ch

All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT



SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

*

Progress DataDirect Connect for JDBC 5.1.4

Progress DataDirect Connect for JDBC v5.1.4
Progress DataDirect Connect XE for JDBC v5.1.4

The listing of the Third Party Components (as defined below) contained in this notices.txt file is applicable for each of the above-identified products.

Copyright (c) 1994-2015 Progress Software Corporation or one of its subsidiaries or affiliates. All rights reserved.

Portions of the Product include certain open source and commercial third party components listed below ("Third Party Components"). The authors of the Third Party Components require Progress Software Corporation ("PSC") to include the following notices and additional licensing terms as a condition of PSC's use of such Third Party Components. The Third Party Components described below are provided by PSC solely on an "AS IS" basis, without any warranty from PSC, unless otherwise stated. PSC disclaims all warranties and indemnities with respect to the Third Party Components, express or implied, and assumes no liability with respect to the Third Party Components. You acknowledge that the authors of the Third Party Components have no obligation to provide support to you for the Third Party Components or the Product. You hereby undertake to comply with all licenses related to the applicable Third Party Components.

The Progress DataDirect Connect for JDBC driver for MySQL Enterprise(R) were developed using the MySQL(R) Protocol Documentation whose copyright is owned by, and licensed by Progress from, Oracle. If Progress DataDirect Connect for JDBC is licensed for the MySQL database, the following shall apply: You must purchase commercially licensed MySQL database software or a MySQL Enterprise subscription in order to use the Progress DataDirect Connect for JDBC driver



for MySQL Enterprise with MySQL software.

1. Special Notices Regarding Open Source Third Party Components incorporated in the Product:

(1) Apache License Version 2.0

Progress DataDirect Connect for JDBC v5.1.4 and Progress DataDirect Connect XE for JDBC v5.1.4 incorporate Apache CXF v2.4.3, Apache Jakarta HttpClient v3.1, Commons Logging v1.1.1, Log4J v1.2.8, TagSoup HTML Parser for JAVA v1.2, and Woodstox v4.0.5 from The Apache Software Foundation. Such technology is subject to the following terms and conditions: Apache License Version 2.0, January 2004 <http://www.apache.org/licenses/> TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document. "Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License. "Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity. "You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License. "Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files. "Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types. "Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below). "Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof. "Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is

intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution." "Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

- (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
- (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
- (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to



use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability. END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work. To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information.

(Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner] Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0> Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on

an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

NOTICE text file for Apache CXF v2.4.3:

Apache CXF

Copyright 2006-2011 The Apache Software Foundation This product includes software developed at The Apache Software Foundation (<http://www.apache.org/>).

This product also includes schemas and specification developed by:

- the W3C consortium (<http://www.w3c.org>)
(<http://www.w3.org/XML/1998/namespace>)

This product also includes WS-* schemas developed by International Business Machines Corporation, Microsoft Corporation, BEA Systems, TIBCO Software, SAP AG, Sonic Software, and VeriSign
(<http://schemas.xmlsoap.org/wsdl/2003-02-11.xsd>)

(<http://schemas.xmlsoap.org/ws/2004/08/addressing/>)
(<http://schemas.xmlsoap.org/wsdl/http>)
(<http://schemas.xmlsoap.org/ws/2005/02/rm/wsrn.xsd>)
(<http://www.w3.org/2005/08/addressing/ws-addr.xsd>)

The product contains code (StaxBuilder.java) that is
Copyright (C) 2000-2004 Jason Hunter & Brett McLaughlin.
All rights reserved.

See the NOTICE.jdom file for additional information

Java classes (source and binary) under org.apache.cxf.jaxws.javaee
are generated from schema available here:

(http://java.sun.com/xml/ns/javaee/javaee_5.xsd)

This Product also includes software developed by David Heinemeier Hansson.
(http://dev.rubyonrails.org/browser/trunk/activesupport/lib/active_support/inflexions.rb)

This product includes software Copyright University of Southampton IT
Innovation Centre, 2009

(<http://www.it-innovation.soton.ac.uk>).

This product also includes MTOSI wsdl and schemas developed by the
TeleManagement Forum (<http://www.tmforum.org/browse.aspx>). The original
MTOSI wsdl and schemas can be download from

(<http://sourceforge.net/projects/mtosi-ri>)

Portions of the included XmlSchema library are Copyright 2006 International
Business Machines Corp.

Portions of the included xml-apis library were originally based on the
following:

- software copyright (c) 1999, IBM Corporation., <http://www.ibm.com>.
- software copyright (c) 1999, Sun Microsystems., <http://www.sun.com>.
- software copyright (c) 2000 World Wide Web Consortium, <http://www.w3.org>

Portions of the included xmlbeans library were originally based on the
following:

- software copyright (c) 2000-2003, BEA Systems, <http://www.bea.com/>.

Portions of the file cxf-utils.js derives from code marked:

This code was written by Tyler Akins and has been placed in the public domain.
It would be nice if you left this header intact.

Base64 code from Tyler Akins -- <http://rumkin.com>

Additional copyright notices and license terms applicable are present in the
licenses directory of this distribution.

NOTICE text file for Jakarta HttpClient v3.1:

Apache Jakarta HttpClient Copyright 1999-2007 The Apache Software Foundation

This product includes software developed by The Apache Software Foundation

(<http://www.apache.org/>).

NOTICE text file for Commons Logging v1.1.1:

Apache Commons Logging Copyright 2003-2007 The Apache Software Foundation This product includes software developed by The Apache Software Foundation (<http://www.apache.org/>).

NOTICE text file for Log4J v1.2.8:

Apache log4j Copyright 2007 The Apache Software Foundation This product includes software developed at The Apache Software Foundation (<http://www.apache.org/>).

(2) BSD-style License:

Progress DataDirect Connect for JDBC v5.1.4 and Progress DataDirect Connect XE for JDBC v5.1.4 incorporate HyperSQL database v1.8.0.10 from The HSQL Development Group. Such technology is subject to the following terms and conditions: Copyright (c) 2001-2005, The HSQL Development Group All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. Neither the name of the HSQL Development Group nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL HSQL DEVELOPMENT GROUP, HSQLDB.ORG, OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(3) MIT-style License:



Progress DataDirect Connect for JDBC v5.1.4 and Progress DataDirect Connect XE for JDBC v5.1.4 incorporate PostgreSQL Database Management v9.2 from PostgreSQL. Such technology is subject to the following terms and conditions: License - PostgreSQL is released under the PostgreSQL License, a liberal Open Source license, similar to the BSD or MIT licenses.

PostgreSQL Database Management System (formerly known as Postgres, then as Postgres95)

Portions Copyright (c) 1996-2013, The PostgreSQL Global Development Group

Portions Copyright (c) 1994, The Regents of the University of California

Permission to use, copy, modify, and distribute this software and its documentation for any purpose, without fee, and without a written agreement is hereby granted, provided that the above copyright notice and this paragraph and the following two paragraphs appear in all copies.

IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT,

INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

Why not the GNU General Public License?

People often ask why PostgreSQL is not released under the GNU General Public License. The simple answer is because we like our license and do not want to change it. If you are keen to read more about this topic, then please take a look in the Archives at any of the many threads on this subject, but please don't start yet another debate on the subject!

2. Special Notices Regarding Commercially Licensed Third Party Components incorporated in the Product:

Progress DataDirect Connect for JDBC v5.1.4 and Progress DataDirect Connect XE for JDBC v5.1.4 incorporate InstallAnywhere Enterprise Edition 2011 SP4 from Flexera Software, Inc. Such technology is subject to the following terms and conditions: END-USER LICENSE AGREEMENT -- InstallAnywhere(R) IMPORTANT-READ CAREFULLY: This End-User License Agreement ("Agreement") is a legal contract between you (either (a) an individual user or (b) a business organization ("you") and Licensor (as designated below) for the InstallAnywhere



software, including any associated media, printed materials and electronic documentation (the "Software").

By clicking on the "I ACCEPT" button, by opening the package that contains the Software, or by copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this Agreement and you represent that you are authorized to enter into this Agreement on behalf of your corporate entity (if applicable). If you do not wish to be bound by the terms of this Agreement, click the "I DO NOT ACCEPT" button, and do not install, access or use the Software.

As used herein, for users in Japan, "Licensor" means Flexera Software GK, a Godo Kaisha organized under the laws of Japan; for users in Europe, Middle East, or Africa, "Licensor" means Flexera Software Ltd., a private company limited by shares and incorporated in England and Wales with company number 6524874; for users outside of the countries listed above, "Licensor" means Flexera Software, Inc., a Delaware corporation.

EVALUATION SOFTWARE

If you have received the Software for purposes of evaluation, regardless of how labeled, the use of the Software is limited to a specified period of time, as detailed in the email accompanying the download instructions (the "Evaluation Period") and all use will be governed by the terms set forth below.

1. **Grant of License.** Licensor grants you a limited, personal, internal use, non-exclusive, non-transferable license to use the Software solely to evaluate its suitability for your internal business requirements during the Evaluation Period. Without limiting the foregoing, you may not use the Software during the Evaluation Period to create publicly distributed computer software or for any other commercial purpose. This license may be terminated by Licensor at any time upon notice to you and will automatically terminate, without notice, upon the first to occur of the following: (a) the completion of your evaluation of the Software or (b) the expiration of the Evaluation Period.
2. **Limited Use Software.** Portions of the full-use version of the Software may be withheld or unusable and use of the Software may require accessing portions of the Software remotely through the Internet. Full use of the Software may be restricted by technological protections.
3. **Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED ONLY FOR EVALUATION PURPOSES ON AN "AS IS"; BASIS. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
4. **Limitation of Liability.** IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR DATA, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF



SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. In no case will Licensor's liability for damages hereunder exceed fifty dollars (US \$50). For Users Outside of the United States, Canada or Mexico LICENSOR DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

SOFTWARE LICENSE

1. Grant of License. Upon your payment of the fees shown on the invoice and acceptance of this Agreement, Licensor grants you a limited, personal, non-exclusive license to install and use the Software on the terms and conditions set forth herein.

a. Node-Locked Licenses: If you have licensed under the node-locked model, your license grant is as follows. You may install and use one copy of the Software on a single computer only for your internal business purposes. A node-locked license is limited to use by a single individual on a single computer or virtual image; sharing of node-locked licenses between individuals sharing a computer is not allowed, unless each individual accessing or using the Software has acquired a license for the Software. For the avoidance of doubt, a license is required for each individual user of the Software on a computer, even if such user is logging into a common or shared account. Copying a virtual image for the purposes of using the image either simultaneously or as a replacement on another machine is not allowed; however, you may make a reasonable number of backup and/or archival copies.

Node Locked Licenses may be used by You in a virtualized environment, provided that the number of virtualized images used does not exceed the total number of Node-Locked Licenses You have acquired and provided that the Node-Locked license is not used concurrently, in conjunction with or contemporaneously with the virtualized image.

b. Concurrent Licenses: If you have licensed under the concurrent licensing model, you may install the Software on any machine for your internal business purposes only. The number of machines that may use the Software concurrently at any time will be governed by the number of concurrent licenses specified on the original invoice. All machines using the Software must have the ability to communicate with a license server to be authorized to use the Software. Under Concurrent Licensing model, the InstallAnywhere IDE shall not be used for automated build processes on dedicated build machines.

c. Standalone Build Licenses: The copy of the Software on the "build server" is used by automated processes, rather than by an individual user.

i. If you have licensed the InstallAnywhere Standalone Build Node-Lock Software, You may install and use one copy of the Software on a single computer residing on your premises only for your internal business purposes.

ii. If you have licensed InstallAnywhere Standalone Build Concurrent Licenses, the Software may be installed and used on any machines residing on your premises. The number of machines that may use the Software concurrently at any

time will be governed by the number of concurrent licenses specified on the original invoice. All machines using the standalone build component of the Software must have the ability to communicate with a license server to be authorized to use the Software.

For the avoidance of doubt, if the Software is installed or accessed through a network, in any form, You must purchase additional licenses for each user that accesses the Software through the network.

You may make one back up and/or archival copy of the Software.

2. Restrictions on Use of Software. You may not (a) make the Software available for use by others in any service bureau or similar arrangement; (b) distribute, sublicense, transfer, or lend the Software to any third party; or (c) disassemble or reverse engineer (except in European Union countries, to the extent allowed by law) the Software or (d) copy or adapt the Software for the purpose of error correction or making derivative works. You may copy the Software solely for backup/archival purposes, provided that you include all copyright and similar rights notices. Licensor (or its licensor) retains all right, title, and interest in the Software (and in all copies). Unauthorized copying and modification of the Software is not permitted.

If you have a license to the InstallAnywhere Collaboration or InstallAnywhere Enterprise, you may use the Software for the purposes of creating unit test installations for your own exclusive use. You may use the software as a plug-in to the Eclipse Open Source IDE. Licensor is not licensing to you any right, title, and interest with respect to the Eclipse Open Source IDE; your use of the Eclipse Open Source IDE is subject to your acceptance of the terms and conditions of the end-user license agreement from Eclipse Foundation for that product.

You acknowledge that the Software does or will contain license management functionality, including but not limited to node-locking, user counting, expiring licenses, silent activations (with or without user intervention) and the like. Licensor asserts that its use of such license management functionality is generally limited to ensuring adherence to its license agreements/models and not generally for purposes of "self-help."

3. Shared Use on a Single Computer. Subject to the exceptions set forth herein, a copy of the Software installed on a single common machine may be shared for internal use by your employees, provided that a license has been purchased for each individual user.

4. Redistributable Files. The Software component parts may not be separated for use on more than one computer, except as set forth in this Agreement. You may copy the files specifically identified in the documentation as "redistributables" and redistribute such files to your end users of your products, provided that: (a) all such distribution is done solely with the redistributables as an integral part of your software installations; (b) all

copies of the redistributables must be exact and unmodified; and (c) you grant your end users a limited, personal, non-exclusive and non-transferable license to use the redistributables only to the extent required for the permitted operation of your products and not to distribute them further. You will reproduce with the redistributables all applicable trademark and copyright notices that accompany the Software, but you may not use Licensor's name, logos or trademarks to market your products.

5. Limited Warranty and Disclaimer of Warranty. Licensor warrants that:

a. it has the right and authority to grant the rights described in this Agreement, and;

b. the Software, as provided, will substantially perform the functions described in the documentation when operated in the intended environment for a period of ninety (90) days from the date of delivery (the "Warranty Period").

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS EXPRESS OR IMPLIED. LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTIES AND/OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. Licensor does not warrant that the Software will (a) achieve specific results, (b) operate without interruption, or (c) be error free.

6. Ownership. This Agreement does not convey to you any rights of ownership in the Software. All right, title, and interest in the Software and in any ideas, know-how, and programs which are developed by Licensor in the course of providing any technical services, including any enhancements or modifications made to the Software, shall at all times remain the property of Licensor or its licensor. You acknowledge and agree that the Software is licensed, not sold. You shall not permit the Software to be accessed or used by anyone other than your employees whose duties require such access or use.

You will not remove, modify or alter any of Licensor's copyright, trademark or proprietary rights notices from any part of the Software, including but not limited to any such notices contained in the physical and/or electronic media or documentation, in the Setup Wizard dialogue or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Software, or in any archival or back-up copies, if applicable.

7. Assignment/Transfer of Software. You may not, by operation of law or otherwise, transfer any license rights or other interests in Evaluation Software, or Software labeled "Not for Resale" or "NFR." You may transfer the license granted hereunder, on a permanent basis, provided that such transfer is the result of a merger, acquisition or other corporate action (such as a divestiture), and (i) you permanently and wholly transfer all your rights under this Agreement; (ii) you retain no copies (whole or partial); (iii) you permanently and wholly transfer all of the Software (including component parts,

media, printed materials, upgrades, prior versions, and authenticity certificates); and (iv) the transferee agrees to abide by all the terms of this Agreement. You may not transfer this license or the Software directly or indirectly for purposes of convenience such as consignment, without Licensor's prior written consent.

For the avoidance of doubt, transfers which are the result of employee turnover or reassignment are allowed, provided that such transfers do not occur more than frequently than annually.

8. Limitation of Remedy and Liability. During the Warranty Period, in the event of any breach of the warranty outlined in Section 5b above, Licensor's (and its suppliers), entire liability and your exclusive remedy will be, at Licensor's option, to either, repair or replace the defective Software.

NEITHER LICENSOR NOR ITS LICENSOR, IF ANY, SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGE TO SYSTEMS OR DATA, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF LICENSE FEES THAT YOU HAVE PAID.

For Users within Europe, the Middle East or Africa, No person who is not a party to this Agreement shall be entitled to enforce any terms of the same under the Contracts (Rights of Third Parties) Act 1999.

LICENSOR DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

9. Maintenance Services. If ordered by you and upon payment of the applicable fee, you are entitled to receive technical support services, including corrections, fixes and enhancements to the Software as such are made generally available (the "maintenance services") from Licensor in accordance with Licensor's then-current maintenance terms for the applicable maintenance level purchased by you.

Maintenance services will not include any releases of the Software which Licensor determines to be a separate product or for which Licensor charges its customers extra or separately.

10. Upgrades. If the Software is an upgrade or update to a previous version of the Software, You must possess a valid license to such previous version in order to use such upgrade or update. After You install such update or upgrade, You may continue to use any such previous version in (and the upgrade or update) accordance with its end-user license agreement only if, (a) the previous versions or copies thereof are not transferred to another party or machine unless all copies of the update or upgrade are also transferred to such party or machine and (b) You acknowledge that any obligation Licensor may have to support the previous version(s) may be ended upon the availability of the upgrade or update. Upgrades and updates may be licensed to you by Licensor with additional or different terms.

11. Unauthorized Use and Validation of Use.

IN ORDER TO PROTECT THE SOFTWARE FROM UNAUTHORIZED USE AND IN ORDER TO CONFIRM YOUR COMPLIANCE WITH THE LICENSE GRANTS AND RESTRICTIONS SET FORTH IN THIS AGREEMENT, THE SOFTWARE CONTAINS A VALIDATION PROCEDURE WHICH MAY TRANSMIT YOUR IP ADDRESS AND/OR APPLICABLE LICENSE KEY RELATING TO THE SOFTWARE TO LICENSOR. IF THE SOFTWARE DETECTS ANY VIOLATION OF THE TERMS OF THIS AGREEMENT, YOU MAY BE CONTACTED BY LICENSOR REGARDING YOUR USE OF THE SOFTWARE AND/OR YOU MAY BE UNABLE TO USE THE SOFTWARE AND/OR CREATE UNRESTRICTED INSTALLER PRODUCTS UNTIL THE PROBLEM IS CORRECTED. IF YOU ARE UNABLE TO USE THE SOFTWARE AND/OR CREATE UNRESTRICTED INSTALLER PRODUCTS, YOU SHOULD IMMEDIATELY CONTACT LICENSOR.

12. Reports. Within thirty (30) days following Licensor's written request, and no more frequently than twice in any twelve (12) month period, you shall provide Licensor with a written statement certifying that you are not using copies of the Software in violation of this Agreement.

13. Verification/Audits. On Licensor's reasonable request, You will furnish Licensor with a signed statement confirming whether the Software is being used by You in accordance with this Agreement. Further during the term of this Agreement and for one (1) year thereafter, Licensor may, upon five (5) business days advance written notice to You, audit You for the purpose of verifying Your compliance with this Agreement. You understand and agree that the audit may take place in person or Licensor may use technological means to perform such audit. You agree to provide Licensor will all reasonable assistance required hereunder.

14. Usage Data. You understand that Licensor may utilize technology which gathers information about Your computer system, however, such data is used solely for the purpose of understanding machine types and other system-oriented information and does not contain any personally identifiable information of You.

15. Dual-Media Software. You may receive the Software in more than one medium (electronic and on a CD, for example). Receipt of the Software in more than a single manner (electronic or on a CD, for example) does not expand the license rights granted to you hereunder. Your use of the Software is limited to the number of licenses that you have acquired overall, regardless of number or type of media on which it has been provided.

16. U.S. Government Restricted Rights. The Software and Documentation are provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R 227.2702, as applicable or successor provisions. The manufacturer is Flexera Software, Inc., 1000 East Woodfield Road, Suite 400, Schaumburg, IL 60173 USA.

17. U. S. Export Restrictions. You will fully comply with all relevant export

laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders ("Export Controls"). You warrant that you are not a person, company or destination restricted or prohibited by Export Controls ("Restricted Person"). You will not, directly or indirectly, export, re-export, divert, or transfer the Software, any portion thereof or any materials, items or technology relating to Licensor's business or related technical data or any direct product thereof to any Restricted Person.

18. Termination. Your license may be terminated by Licensor if (a) you fail to make payment and/or (b) you fail to comply with the terms of this Agreement within ten (10) days after receipt of written notice of such failure. In the event of termination, you must cease using the Software, destroy all copies of the Software (including copies in storage media) and certify such destruction to Licensor. This requirement applies to all copies in any form, partial or complete. Upon the effective date of any termination, you relinquish all rights granted under this Agreement.

19. Relationship of Parties. You and Licensor are independent parties. Nothing in this Agreement shall be construed as making you an employee, agent or legal representative of Licensor.

20. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

21. Controlling Law. For users in Japan, this Agreement will be governed by the laws of Japan; for users in Europe, Middle East, or Africa, this Agreement will be governed by the laws of England and Wales and you submit to the jurisdiction of the courts of England and Wales; for users outside the countries listed above, this Agreement will be governed by the laws of California, USA, excluding conflicts of law. This Agreement is not subject to the United Nations Convention on Contracts for the Sale of Goods.

22. Company Name. Licensor may include your company name in a list of Licensor customers.

23. Payment Terms/Shipments. For users in Japan, all fees are in non-refundable Japanese Yen. For users in Europe, Middle East or Africa, all fees are in the currency outlined in the quote/invoice and are non-refundable. For users in any region not outlined, all fees are in non-refundable US Dollars. Fees are due within 30-days of the date of the invoice.

If you have ordered Maintenance services you may renew the applicable services for the Software for the next annual period for the amount specified on the original invoice for the Software. All shipments of any media will be FOB Origin.

24. Taxes. All fees do not include taxes. If Licensor is required to pay any sales, use, GST, VAT, or other taxes in connection with your order, other than taxes based on Licensor's income, such taxes will be billed to and paid by you.



You will make all payments of fees to Licensor free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Licensor will be your sole responsibility and consequently the amount of such fees will be increased such that the net fee received by Licensor will be the same as if such withholding taxes were not imposed, and you will provide Licensor with official receipts issued by the appropriate taxing authority, or such other evidence as the Licensor may reasonably request, to establish that such taxes have been paid.

25. Entire Agreement. This Agreement constitutes the complete and entire understanding and agreement of all terms, conditions and representations between you and Licensor with respect to the Software and may be modified only in writing by both parties. No term or condition contained in your purchase order will apply unless expressly accepted by Licensor in writing. Failure to prosecute a party's rights will not constitute a waiver of any other breach. If any provision of this Agreement is found to be invalid, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full effect.

This Agreement has been written in the English language and you waive any rights you may have under the law of your country or province to have this Agreement written in any other language.

NOTICE FROM PROGRESS SOFTWARE CORPORATION: Additional notices may be included in the release notes or other documentation that accompanies updates received in connection with support of the Product.

Revised 4/9/2015

*

Marketo and the Marketo logo are either registered trademarks or trademarks of Marketo Inc. in the United States and/or other countries.

TIB_cloud-integration_1.16.0_license
20171108