# End User License Agreement for Progress InstaRelinker

(Last Updated November 4, 2021)

IMPORTANT – PLEASE READ THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE THE SOFTWARE (as defined in Section 1.1 below). THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORIZED TO BIND ("You"), AND PROGRESS SOFTWARE CORPORATION ("Progress"). BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE MADE AVAILABLE BY PROGRESS THROUGH THIS WEB SITE, YOU ACKNOWLEDGE (1) THAT YOU HAVE READ THIS AGREEMENT, (2) THAT YOU UNDERSTAND IT, (3) THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND (4) TO THE EXTENT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU HAVE THE POWER AND AUTHORITY TO BIND THAT COMPANY.

#### 1. Software License

The Software is licensed, not sold, and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties and contains confidential information and trade secrets. Progress retains all rights not expressly granted to You in this License.

- **1.1 License Grant.** Subject to the terms and conditions set forth in this Agreement, Progress hereby grants You and You hereby accept, a limited, non-transferable, perpetual, non-exclusive license (the "License") to install and use the Progress computer software identified as Progress InstaRelinker and any updates, upgrades, modifications and error corrections thereto provided to You (the "Programs") and any accompanying documentation (the "Documentation", together with the Programs, collectively the "Software") solely as specified in this Agreement. Any and all rights in the Software not expressly granted to You as part of the License hereunder are reserved in all respects by Progress.
- **1.2 Scope of Use.** The Software is licensed on a per-seat basis. You may only allow the number of individuals in Your organization to use the Software that corresponds to the maximum number of License seats You have licensed from Progress hereunder. This means that at any given time, the number of individuals authorized to use the Software under the License (each a "Licensed User") cannot exceed the number of License seats that You have properly licensed from Progress.

**Support.** No technical support is provided with the Software.

- **1.3 Updates.** During the Term of this License, Progress may, but is under no obligation to, provide updates to the Software.
- **1.4 No Redistribution.** You may NOT redistribute the Software.

#### 2.0 License Limitations

- 2.1 At no time may the Software be used by other individuals than the Licensed User(s)).
- **2.2** You are not allowed to disassemble, decompile, or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of Software that is provided to you in object code form only.
- 2.3 You are not allowed to resell, transfer, rent, lease, or sublicense the Software and your associated rights.
- 2.4 You are not allowed to use, copy, modify, or distribute copies of the Software and any accompanying documents.
- 2.5 You may not use the Progress product names, logos or trademarks to market Your end products.

### 3.0 Delivery

Progress shall make the Software available to You for download in electronic format only.

## 4.0 Term and Termination

This Agreement and the License granted hereunder shall continue until terminated in accordance with this Section. Progress may terminate this Agreement at any time upon notice to You. This Agreement shall terminate immediately if You breach the terms and conditions of this Agreement. Progress reserves the right to discontinue the Software or any component of the Software, whether offered as a standalone product or solely as a component, at any time. Upon termination or discontinuation of the License or of this Agreement for any reason, all Licenses granted to You under this Agreement shall terminate.

# 5.0 Intellectual Property

All title and ownership rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, or text embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of Progress that are used in connection with the Software are and shall at all times remain exclusively owned by Progress and its licensors. All title and intellectual property rights in and to the content that may

be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content. Any open-source software that may be delivered by Progress embedded in or in association with Progress products is provided pursuant to the open-source license applicable to the software and subject to the disclaimers and limitations on liability set forth in such license.

### 6.0 No Warranty

THE SOFTWARE IS LICENSED 'AS IS'. YOU BEAR THE RISK OF USING IT. PROGRESS GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, PROGRESS EXCLUDES THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### 7.0 Limitation of Liability

To the maximum extent permitted by applicable law, in no event will Progress be liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the Software, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In any case, Progress' entire liability under any provision of this agreement shall not exceed \$5, notwithstanding any failure of essential purpose of any limited remedy. Progress is not responsible for any liability arising out of Your use of the Software in violation of applicable laws or any third party's property rights. Any data included in the Software upon shipment from Progress is for testing use only and Progress hereby disclaims any and all liability arising therefrom. The extent of Progress' liability for the limited warranty section shall be as set forth therein.

### 8.0 Indemnity

You agree to indemnify, hold harmless, and defend Progress and its resellers from and against any and all claims, lawsuits, and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from Your use or misuse of the Software.

#### 9.0 Governing Law

This License will be governed by the law 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 such good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court or competent jurisdiction in Boston, Massachusetts, USA, and the parties hereby agree to submit to the jurisdiction and venue of such court. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. If any provision of this Agreement is to be held unenforceable, such holding will not affect the validity of the other provisions hereof. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

# 10.0 Entire Agreement

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications regarding the subject matter hereof.

## 11.0 No Assignment

You may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without Progress' prior written consent.

### 12.0 Survival

Any provisions of the Agreement containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of the Agreement which, by its nature, is intended to survive shall remain in effect following any termination or expiration of the Agreement.

#### 13.0 Severability

If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions.

# 14.0 Force Majeure

Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.

### 15.0 Export Classifications

Progress expressly complies with all export restrictions imposed by the government of the United States of America. You expressly agree not to export or re-export Progress Software or Your Integrated Product to any country, person, entity, or end user subject to U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Software to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country, or to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked, or denied your export privileges.

## 16.0 Commercial Software

The Programs and the Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS.