

Progress Customer Validation Program Agreement

Progress Customer Validation Program ("Program") is a form of collaboration with the purpose of improving and advancing development of the products and services of Progress Software Corporation ("PROGRESS") and its subsidiaries and affiliates. This Agreement governs the access to and use of any products and services, including commercially released versions and/or pre-release versions, and any technology, information, software, documentation, materials, and updates related to such products and/or services provided by PROGRESS or any of its subsidiaries or affiliates, in its/their sole discretion, to you under the Program (together the "Product"), as well as the participation in the Program.

By accepting this Agreement by clicking the box indicating "I agree", and accessing the Product, you and your company (collectively "you" and "your") are entering into a binding contract with PROGRESS. You represent that you have the power and authority to enter into this Agreement with PROGRESS on behalf of your company.

As part of this Program you may get the opportunity to participate in online forums and sessions, and receive access to non-public content such as documents, specifications, presentations, recordings, prototypes, reviews, user experience sessions and pre-release software;

There may be other forms of collaboration as part of this Program, all to be communicated to you and additional terms regarding those forms may apply.

THE PURPOSE IN PROVIDING THE PRODUCT, FOR WHICH NO FEES HAVE BEEN CHARGED OR ARE DUE FROM YOU, IS TO OBTAIN YOUR FEEDBACK ON THE PRODUCT'S PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE PRODUCT AND/OR ACCOMPANYING MATERIALS.

1. Program Terms

License. The Product made available to you under this Agreement will be specified in the Program Announcement(s) by PROGRESS. If the Product is made available to you for installation on equipment owned by you or via access to a hosted environment managed by PROGRESS ("Progress Hosted Service"), then PROGRESS grants you a revocable, non-sublicensable, non-exclusive, non-transferable, royalty-free, limited internal, non-production use license to use the Product during the time announced by PROGRESS to Program participants ("Testing Period") solely in conjunction with your Content for internal testing purposes only. PROGRESS may also provide you access to the Product and/or related information via temporary remote access sessions (e.g., web session, teleconference, etc.). If PROGRESS provides you with access to the Product via a Progress Hosted Service, then the additional terms set out in Exhibit A to this Agreement will apply to your use of the Progress Hosted Service. "Content" means all data and content, such as data files, applications, internal websites, log files, written text, user authentication profiles, computer software, music, audio files or other sounds, photographs, videos or other images that you upload to or that is created or processed using the Product.

Restrictions. You are expressly prohibited from using the Product for development or for other commercial purposes. Any testing shall also be "AS IS", without warranty of any kind and at your sole risk. PROGRESS will not provide any maintenance or support for the Product. You may not (a) copy, in whole or in part, the Product (except for reasonable archival purposes), (b) modify, reverse compile, reverse engineer, reverse assemble, benchmark or perform competitive analysis on the Product except solely to the extent permitted under applicable law without the possibility of contractual waiver, or (c) sell, resell, sublicense, assign, distribute, disclose, market, rent, or lease the Product to third parties, without the prior written consent of PROGRESS.

Ownership. All legal right, title, interest in and ownership of the Product, and any other materials provided by PROGRESS under the Program will at all times remain with PROGRESS and/or its licensors. This Agreement does not grant you any license or rights relating to the Product except as expressly stated herein.

Feedback. As a participant in the Program, your feedback is valuable to PROGRESS. You license to PROGRESS without charge all intellectual property or other rights necessary for PROGRESS to use, share, reproduce, prepare derivative works of, and commercialize in any way or for any purpose any feedback about the Product you provide. You also grant Progress the right to sublicense to all third parties (and permit third parties to sublicense to lower tier third parties) without charge all intellectual property or other rights necessary for their products, technologies and services to use or interface with any specific parts of a product or service of PROGRESS and/or its subsidiaries or affiliates that includes the feedback. You will not give feedback that is subject to any license that requires PROGRESS and/or its subsidiaries or affiliates to license its/their software or documentation or provide its/their services to third parties. The rights granted in this paragraph are perpetual and worldwide and survive the termination or expiration of this Agreement. You may be invited to evaluate more than one Product from time to time via multiple Program Announcements that will be governed by this Agreement.

2. Term & Termination

This Agreement shall be effective from the date on which you accept it and shall remain in effect until either party terminates this Agreement with fifteen (15) days prior written notice. No matter what the term is defined for a Testing Period for a specific Product, such Testing Period will terminate upon the earlier of (a) the termination of this Agreement, or (b) when PROGRESS makes the Product commercially available.

Within seven (7) days after the termination of the Testing Period you must cease all use of the Product and, for any Product downloaded or otherwise delivered to you, either return to PROGRESS or destroy the Product and all related materials. You may, however, retain a copy of any such Product in archival format for a reasonable period should it be archived in accordance with your standard archival procedures. If requested by PROGRESS, you agree to certify such return or destruction in writing.

3. Confidential Information

Except as otherwise provided herein, each party expressly undertakes 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 that, given the nature of the information or circumstances surrounding its disclosure, reasonably

should be understood to be proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. The Product and, if applicable, the Progress Hosted Service are PROGRESS' Confidential Information. You will not disclose the existence of or your participation in the Program, or any information concerning the Product and/or Progress Hosted Service or any comments regarding the Product and/or Progress Hosted Service to any third party without the prior written approval of PROGRESS. You will maintain the confidentiality of the Product and Progress Hosted Service with at least the same degree of care that you use to protect your own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. However, neither party shall have an obligation to maintain the confidentiality of information that: (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party; or (iv) 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 and complies with any protective order (or equivalent) imposed on such disclosure. Each party's obligations under this Section 3 shall apply at all times during the term of this Agreement and for five (5) years following termination of this Agreement, provided, however, that trade secrets shall be maintained as such until they fall into the public domain.

4. Your Representations and Warranties

You represent and warrant that:

- a. you have, will obtain, and will maintain all necessary rights to your Content, and any other data, software programs or services you use in connection with the Product and/or Progress Hosted Service;
- b. your use of such Content, and any other data, software programs or services used in connection with the Product and/or Progress Hosted Service does not infringe the intellectual property or other proprietary rights, or privacy rights of any third party;
- c. you will not access or use the Product and/or Progress Hosted Service in a manner that violates the rights of any third party or which purports to subject PROGRESS to any other obligations; and
- d. you will access and use the Product and/or Progress Hosted Service in a manner which complies with all laws and regulations;

5. Warranty Disclaimer & Limitation of Liability

PROGRESS DOES NOT GUARANTEE THE PRODUCT OR PROGRESS HOSTED SERVICE. YOU AGREE THAT PROGRESS MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR

SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE MATERIALS OR SERVICE PROVIDED HEREUNDER AND THAT IN NO EVENT WILL PROGRESS BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY DAMAGES, LOSS OR LIABILITY, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGE, LOSS OR LIABILITY, TIME, MONEY OR GOODWILL WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM OR RELATED TO YOUR OR ANY OTHER PERSON'S USE OF SUCH MATERIALS OR SERVICE WHETHER IN CONTRACT, TORT, OR BREACH OF STATUTORY DUTY OR OTHERWISE TO THE EXTENT PERMITTED BY LAW. ALL MATERIALS AND SERVICE PROVIDED BY PROGRESS HEREUNDER ARE "AS IS" AND WITHOUT WARRANTY OF ANY NATURE. IN ANY CASE, PROGRESS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED \$25, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Indemnification

You will indemnify, pay the defense costs of, and hold PROGRESS, its affiliates, and its or their successors, officers, directors and employees harmless from and against any and all claims, demands, costs, liabilities, judgments, losses, expenses and damages (including attorneys' fees) arising out of, in connection with, or related to:

- a. Your use of the Product or Hosted Services (if applicable), breach of this Agreement, and/or violation of any applicable law or regulation; or
- b. any Content, data, software programs or services that You use in connection with the Product and/or Hosted Services (if applicable) or any feedback that you license to PROGRESS, including without limitation any claim that such Content, data, software program, services or feedback, or any part thereof, infringes, misappropriates, or otherwise violates any copyright, patent, trade secret, trademark, or other legal right of any third party.

7. Product

You acknowledge that the Product is subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agree to comply with all applicable import and export laws and regulations and further agree that the Product will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications.

8. Miscellaneous

Assignment. This Agreement may not be assigned to any third party without PROGRESS' prior written consent.

Governing Law and Jurisdiction. Any litigation or other dispute resolution between you and PROGRESS arising out of or relating to these Terms or your use of the Product will take place in the Commonwealth of Massachusetts, and you and PROGRESS hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within Massachusetts with respect to any such litigation or dispute resolution. These Terms will be governed by and construed in accordance with the laws of the United

States and the Commonwealth of Massachusetts, except that body of Massachusetts law concerning conflicts of law.

Audit: You agree to provide records reasonably requested by PROGRESS including certified copies of statements or records sufficient to provide auditable verification of your compliance with the terms of this Agreement. PROGRESS, or an independent third party engaged by PROGRESS and bound by a non-disclosure agreement, shall have the right, on reasonable notice to you, to conduct an audit remotely or onsite at your company and/or its affiliates' facilities during regular business hours to verify your compliance with this Agreement.

Third Party Terms and Restrictions. The Product may contain or be accompanied by certain third party components which are subject to additional restrictions. These components, if any, are identified in, and subject to, special license terms and conditions set forth in the "readme.txt" file, the "notices.txt" file, or the "Third Party Software" file accompanying the Product ("Special Notices"). The Special Notices include important licensing and warranty information and disclaimers. In the event of conflict between the Special Notices and the other portions of this Agreement, the Special Notices will take precedence (but solely with respect to the third party component(s) to which the Special Notice relates).

EXHIBIT A

Terms applicable for Product licensed for access via a Progress Hosted Service

For purposes of this Exhibit A, all references to “Progress Hosted Service” shall include your access to or use of the Product through the Progress Hosted Service.

1. You represent and warrant that:
 - a. you will comply with the terms and conditions of the Acceptable Use Policy (“AUP”) located at <https://www.progress.com/legal/aup> in connection with your use of the Progress Hosted Service; and
 - b. you will not transmit any worms or viruses or any code of a destructive nature to, from, or through the Progress Hosted Service.

2. You may not (and you may not permit anyone else to):
 - a. modify, adapt or hack the Progress Hosted Service;
 - b. use or access the Progress Hosted Service in a manner other than as expressly permitted herein without the express written permission by PROGRESS;
 - c. access or use the Progress Hosted Service:
 - i. in any way prohibited by any law, regulation or governmental order or decree or that violates others’ legal rights;
 - ii. in any way that could harm the Progress Hosted Service or impair anyone else’s use of the Progress Hosted Service;
 - iii. to try to gain or provide unauthorized access to the Progress Hosted Service, Content, account or network by any means;
 - iv. to send “spam” (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.).

3. License to PROGRESS. You license to PROGRESS (and its affiliates and necessary sublicensees), all intellectual property or other rights required to allow PROGRESS to use or process Content or other information through the Progress Hosted Service. PROGRESS may only use such rights, Content and information to provide, operate, and improve the Progress Hosted Service or deliver support (if any) for the Progress Hosted Service. Other than as necessary to provide the Progress Hosted Service, PROGRESS has no right of ownership or control over your Content or other information provided by you in

connection with the use of the Progress Hosted Service. You are solely responsible for protecting rights you have, or may have, in your Content or information.

4. Your Content.

- a. **Storage of Content.** The Progress Hosted Service may allow you to store, process, access, and query Content. You agree that you are solely responsible for (and that PROGRESS has no responsibility to you or to any third party for) any Content that you upload, create, transmit or display while using the Progress Hosted Service and for the consequences of your actions (including any loss or damage which PROGRESS may suffer) by doing so. You further acknowledge that you upload Content at your own risk. PROGRESS may update the Progress Hosted Service, which may result in the deletion of your Content. The Progress Hosted Service may experience interruptions and extended downtime during which Content may not be accessed or may be lost entirely. You should not rely in any way on the correct functioning or performance of the Progress Hosted Service.
- b. **Content Removal.** PROGRESS does not pre-screen Content, but PROGRESS and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via or stored in the Progress Hosted Service. PROGRESS may, but has no obligation to, remove Content that it determines in its sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property rights or this Agreement.
- c. **Transmission of Content.** You understand that the technical processing and transmission of the Progress Hosted Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You understand that PROGRESS uses third party vendors and hosting partners to provide the necessary infrastructure, hardware, software, networking, storage, and related technology required to run the Progress Hosted Service. This means that if you choose to use the Progress Hosted Service, your Content will be stored on and accessed through one or more such third party services.
- d. **Deletion of Content.** PROGRESS will have the right to delete your Content at any time during the term of the Progress Hosted Service or thereafter. You may backup the Content to your own or a third party system, but otherwise PROGRESS has no obligation to hold, export, or return any Content. PROGRESS has no liability for the deletion of your Content during the transfer of Content or at any time thereafter.

5. Your Account.

a. Account Set Up. You may access or use the Progress Hosted Service only after you have:

- i. accepted this Agreement; and
- ii. been assigned a PROGRESS account username and have created a password (where applicable) for each end user using the Progress Hosted Service.

b. Your Credentials.

- i. Your PROGRESS account username and password and any other credentials PROGRESS provides are the Progress Hosted Service subscription credentials needed to access or use the Progress Hosted Service. These subscription credentials are confidential and may only be used by one person – the sharing of Progress Hosted Service subscription credentials by multiple people is not permitted. You are solely responsible for all activity under your Progress Hosted Service subscription. All individuals using the Progress Hosted Service under your Progress Hosted Service subscription must comply with this Agreement. PROGRESS will not be liable for any loss resulting from an unauthorized person using your PROGRESS account username, password or any other assigned credentials.

ii. **Your credentials are confidential and distribution by You will jeopardize the security of your Content.**

c. Fair Usage. PROGRESS may limit or terminate Your access to any or all of the Progress Hosted Service if your use of the Progress Hosted Service is determined by PROGRESS, in its sole discretion, to be excessive, including but not limited to use with respect to: upload, download, or processing bandwidth, and/or Content storage.

6. Service Levels

a. PROGRESS shall be under no obligation to provide technical support, to make any tests, revisions, or repairs to the Progress Hosted Service, to maintain the Progress Hosted Service at any customer-desired level of performance, to keep the Progress Hosted Service in operating condition, or to market or license the Progress Hosted Service.

b. The Progress Hosted Service may be periodically inaccessible for reasons including maintenance updates, power outages, system

failures, extended downtime and other interruptions. During such periods, you may be unable to access or use all or a portion of the Progress Hosted Service and some or all of your Content may be deleted. If PROGRESS determines that an outage or interruption may cause risk to the Progress Hosted Service, PROGRESS may suspend the Progress Hosted Service.

7. Security. PROGRESS may, but shall have no obligation to, apply security technologies and procedures to help protect against unauthorized access or use of the Progress Hosted Service. PROGRESS does not guarantee the success of such technologies and procedures. You are solely responsible for the security, protection and backup of your Content, and any other software, content or Product you use in connection with the Progress Hosted Service.
8. Privacy.
 - a. Information Use and Disclosure by PROGRESS. By using the Progress Hosted Service, you consent to the following and agree that, with respect to the Progress Hosted Service, PROGRESS may access, collect, use, and/or disclose information about you, your account, your operating environment (including, but not limited to, information about the hardware and software utilized by you in connection with the Progress Hosted Service), your Content, and/or the content of your, or your users', communications in order to:
 1. provide, operate, support, and improve the Progress Hosted Service;
 2. identify trends and bugs, collect activation information, usage statistics and track other data related to your use of the Progress Hosted Service as further described in the most current version of the Privacy Policy (as defined below).
 3. comply with the law or respond to lawful requests or legal process; or
 4. protect the rights or property of PROGRESS or our customers, including the enforcement of PROGRESS' agreements or policies governing the use of the Progress Hosted Service.
 - b. Personal data collected or otherwise processed by PROGRESS in the delivery and/or performance of the Progress Hosted Service may be transferred to, and stored and processed in, the United States or any other country in which PROGRESS or its affiliates or service providers maintain facilities.

- c. For more information on the privacy practices of the Progress Hosted Service, read the privacy policy at <https://www.progress.com/legal/privacy-policy> (the "Privacy Policy").
 - d. Acknowledgments and Consent by You. If you collect, store, or process personal information when using the Progress Hosted Service, you agree to comply with all privacy and data protection laws, taking into account the nature and origin of the information to be processed, as well as the features and limitations of the Progress Hosted Service as described in this Agreement or as otherwise provided to you.
9. Suspension of Service. PROGRESS may suspend or cancel your use of and access to all or any part of the Progress Hosted Service at any time, for any reason and in its sole discretion. Without limiting the foregoing, you acknowledge that, to the extent any portion of the Progress Hosted Service is in a pre-release stage, PROGRESS shall have sole authority and discretion to determine the period of time for its testing and evaluation of the Progress Hosted Service, whether or not such testing has been successfully completed, and whether or not to offer the Progress Hosted Service as a commercial product or service.
10. Use of Third Party Services and Links to Third Party Sites. You understand that PROGRESS uses third party vendors and hosting partners to provide the necessary infrastructure, hardware, software, networking, storage, and related technology required to run the Progress Hosted Service. PROGRESS is not responsible for the services provided by such third party vendors. The Progress Hosted Service may also include links to third party sites. PROGRESS does not control such sites and is not responsible for the content of any linked site, any links contained in a linked site, or any changes or updates to such sites. PROGRESS is not responsible for any form of transmission received from any linked site. You acknowledge and agree that PROGRESS is not liable for any loss or damage which may be incurred by you as a result of the availability of third party vendor resources or external sites.
11. Modifying the Terms; Additional Terms. PROGRESS may modify this Agreement at any time by (a) posting the most current version of the Agreement on PROGRESS' website and (b) notifying you by email of the posting of the modified Agreement. If you do not agree to any modifications, you must immediately stop using the Progress Hosted Service. Your continued use of the Progress Hosted Service following any modification to the Agreement constitutes acceptance of the modified Agreement. This Agreement incorporates by reference any additional terms or conditions applicable to particular aspects of the Progress Hosted Service.

12. Notices. Except as otherwise expressly provided herein, PROGRESS may provide you with notices in any manner PROGRESS chooses, including by email or posting any such notices on a PROGRESS portal or website for the Progress Hosted Service. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. Notices provided via posting on a PROGRESS portal or web site will be deemed given on the date they are posted. Notices to Progress shall be provided to Nischal Reddy at Nischal.Reddy@progress.com.