

End User License Agreement

READ THIS end user license AGREEMENT (“**EULA**”) BEFORE INSTALLING OR USING THE PRODUCT TO WHICH THIS EULA APPLIES. BY ACCEPTING THIS EULA, COMPLETING THE REGISTRATION PROCESS, AND/OR INSTALLING OR USING THE PRODUCT, YOU AGREE ON BEHALF OF YOURSELF AND YOUR COMPANY (IF APPLICABLE) TO THE TERMS BELOW. IF YOU DO NOT AGREE WITH THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO BIND YOUR COMPANY, DO NOT INSTALL, REGISTER FOR OR USE THE PRODUCT, AND DESTROY OR RETURN ALL COPIES OF THE PRODUCT. ONCE YOU HAVE DONE THIS, YOU MAY REQUEST FROM THE POINT OF PURCHASE A FULL REFUND OF THE LICENSE FEES, IF ANY, PAID FOR THE PRODUCT (OR, IF THE PRODUCT IS PROVIDED TO YOU AS A HOSTED SERVICE, A REFUND OF THE PREPAID SERVICE FEES FOR THE REMAINDER OF THE SUBSCRIPTION PERIOD OF THE PRODUCT). SUCH REQUEST MUST BE COMPLETED WITHIN THIRTY (30) DAYS OF DELIVERY OF THE PRODUCT TO YOU. UNLESS OTHERWISE SPECIFIED IN THIS EULA, PROGRESS SOFTWARE CORPORATION IS THE LICENSOR OF THE PRODUCT. THE LICENSOR MAY BE REFERRED TO HEREIN AS “**Licensor**”, “**we**”, “**us**”, or “**our**”. IF YOU ARE AGREEING TO THIS EULA ON BEHALF OF YOURSELF IN YOUR INDIVIDUAL CAPACITY, THEN YOU ARE THE LICENSEE AND YOU MAY BE REFERRED TO HEREIN AS “**Licensee**”, “**you**”, or “**your**”. IF YOU ARE AGREEING TO THIS EULA ON BEHALF OF YOUR COMPANY, THEN YOUR COMPANY IS THE LICENSEE AND ANY REFERENCES TO “**Licensee**”, “**you**”, or “**your**” WILL MEAN YOUR COMPANY.

This EULA includes the following sections:

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

1. GENERAL TERMS AND CONDITIONS

1.1. Definitions..

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

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

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

