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2.2 The license model for the Product is set forth in the Order and described in Exhibit A. Third party rights and any additional licensing restrictions are set forth or referenced in Exhibit A.

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5.3 Benchmark results for the Product may not be disclosed or published without the written consent of Progress.

5.4 Licensee acknowledges that in the event of a breach or threat of breach of this Section 5, money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, Progress shall be entitled to seek injunctive or similar equitable relief against such breach or threat of breach.

5.5 All notices and requests in connection with this Agreement to be sent to Progress shall be given in writing and shall be sent by hand delivery, overnight courier or certified mail with proof of delivery to the following address: 14 Oak Park Drive, Bedford, MA 01730, Attention: General Counsel. All notices and requests in connection with this Agreement to be sent to Licensee shall be given in writing and shall be sent by hand delivery, overnight courier or certified mail with proof of delivery to the address first set forth in the Order. Either party may change its address for receipt of notices upon written notice to the other party, and notices shall be deemed given on the day of receipt or the date evidenced on the proof of delivery, whichever is earlier.

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8. Termination.

8.1 Progress may terminate this Agreement by written notice at any time if Licensee defaults in the performance of any provision of this Agreement and fails to cure such default to the satisfaction of Progress within thirty (30) days after such notice. This remedy shall not be exclusive and shall be in addition to any other remedies which Progress may have under this Agreement or otherwise.

8.2 Any purported transfer or assignment of this Agreement or the licenses granted hereunder by Licensee or other action by Licensee in contravention of Section 2.10 above or any purported transfer or assignment of this Agreement or the licenses granted hereunder as a result of Licensee's bankruptcy, insolvency, or liquidation or as a result of an assignment of Licensee's assets for the benefit of creditors shall be void and this Agreement and the licenses granted hereunder shall thereupon automatically terminate without further notice or action by Progress.

8.3 Within ten (10) days of the date of expiration or termination of this Agreement and/or any of the licenses granted hereunder, Licensee shall return all copies of the Products, including all Updates, and related Documentation to Progress or, if requested by Progress, destroy such Products, Updates and Documentation and certify in writing to such return or destruction.

9. Miscellaneous.

9.1 If Progress offers support for the Product, and if Licensee orders and pays for such support, such support shall be provided in accordance with Progress' then current and applicable support policies.

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9.3 For administrative convenience, Progress invoices may be issued by a local affiliate of Progress.

9.4 This Agreement has been drawn up in English at the express wish of the parties. Le présent contrat a été rédigé en anglais à la demande expresse des parties.

9.5 Except as otherwise expressly set forth herein, this Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal, state, local or foreign laws, regulations or conventions.

9.6 This Agreement may not be modified or amended except in a writing executed by both Progress and Licensee.

9.7 Failure or delay on the part of Progress to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default or of the same type of default on future occasions.

9.8 The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

9.9 If the Product is acquired outside the United States local law may apply.

EXHIBIT A

TERM OF LICENSE:

Perpetual, unless otherwise specified in the applicable Order or the Product is provided to Licensee on an evaluation basis in which case the Product will be provided for a limited term subject to an Evaluation License as described below.

AFFILIATE USE, IF ANY:

None, unless otherwise specified in the applicable Order.

User or user group restrictions also may be set forth in the Order.

ADDITIONAL TERMS, IF ANY:

General Usage Limitations

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3. ***Use Case and/or User Group Restrictions.*** If the Order indicates that the Products may be used for specific Use Case(s) (as defined below) or by specific user group(s), the Products may only be used for the Use Cases and/or by the user group(s) listed in the Order.

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- c. Progress® Apama® Developer: If the Product listed in the Order is the Progress® Apama® Developer product, then the Product is licensed under the Developer User license model described below. As a pre-requisite, Licensee must have a valid license for the Progress® Apama® Server product. The Order will specify the number of Developer Users licensed to use the Product. If the Order refers to the Product as being licensed on a Named User basis, then such Named Users identified in the Order shall be deemed Developer Users under the Developer User license model described below. If Licensee receives the Product as an Update to a previous version of the Product licensed to Licensee under a Named User license model, then the total number of Named Users previously licensed under the Named User license model shall be deemed to be Developer Users under the Developer User license model described below. Notwithstanding any provision to the contrary in the Developer User license model described below or any other term of this Agreement, the Product may be used solely to build, develop, test, stage and/or support one or more Interfaces for the Use Case specified in the Order (if applicable). Any deployment or execution of said Interfaces requires a separate license for the Progress® Apama® Server product.

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- a. Progress® Apama® Platform for Capital Markets, Progress® Apama® Developer for Capital Markets, Progress® Apama® Client Runtime for Capital Markets, or Progress® Apama® Alert for Capital Markets: If the Product identified in the Order is Progress® Apama® Platform for Capital Markets, Progress® Apama® Developer for Capital Markets, Progress® Apama® Client Runtime for Capital Markets or Progress® Apama® Alert for Capital Markets, then Licensee shall have no right to use the Product other than for trading or for capital markets deployments. Separate licenses for the Progress® Apama® Server, Progress® Apama® Developer or Progress® Apama® CEP product(s), as applicable, are required for such other uses.
- b. Progress® Apama® Platform for Capital Markets:
 - i. If the Product listed in the Order is the Progress® Apama® Platform for Capital Markets product, then the Product may be licensed under either a Platform license model or a Core license model (as each model is described below). The Order will specify whether the Product is licensed under a Platform license model or a Core license model.
 - ii. If the Product listed in the Order is the Progress® Apama® Platform for Capital Markets product and the license model identified in the Order is the Platform license model, then the Order will specify the number of Named Users included in the Platform license. Licensee may designate each such Named User as having a Developer User license, a Runtime User license or an Alert User license, provided that the total number of Named Users so designated does not exceed the number of Named Users specified in the Order. If Licensee requires additional Developer Users, Runtime Users or Alert Users, then Licensee will purchase a license, as applicable, for the Progress® Apama® Developer for Capital Markets product (for the requisite number of additional Developer Users), the Progress® Apama® Client Runtime for Capital Markets product (for the requisite number of additional Runtime Users) or the Progress® Apama® Alert for Capital Markets product (for the requisite number of additional Alert Users).

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c. Progress® Apama® Developer for Capital Markets:

- i. If the Product listed in the Order is the Progress® Apama® Developer for Capital Markets product, then the Product is licensed under the Developer User license model described below. As a pre-requisite, Licensee must have a valid license for the Progress® Apama® Platform for Capital Markets product. The Order will specify the number of Developer Users licensed to use the Product. If the Order refers to the Product as being licensed on a Named User basis, then such Named Users identified in the Order shall be deemed Developer Users under the Developer User license model described below. If Licensee receives the Product as an Update to a previous version of the Product licensed to Licensee under a Named User license model, then the total number of Named Users previously licensed under the Named User license model shall be deemed to be Developer Users under the Developer User license model described below.
- ii. If the Product listed in the Order is the Progress® Apama® Developer for Capital Markets product, and the pre-requisite license for the Progress® Apama® Platform for Capital Markets product is based on a Core license model, then, notwithstanding anything to the contrary in the Developer User license model described below or any other term of this Agreement, the Product may be used solely to build, develop, test, stage and/or support one or more Interfaces for the Use Case specified in the Order (if applicable). Any deployment or execution of said Interfaces requires a separate license for the Progress® Apama® Platform for Capital Markets product.
- iii. If the Product listed in the Order is the Progress® Apama® Developer for Capital Markets product, and the pre-requisite license for the Progress® Apama® Platform for Capital Markets product is based on a Platform license model, then the Product may be used for all purposes specified in the Developer User license model described below.

- d. Progress® Apama® Client Runtime for Capital Markets: If the Product listed in the Order is the Progress® Apama® Client Runtime for Capital Markets product, then the Product is licensed under the Runtime User license model described below. As a pre-requisite, Licensee must have a valid license for the Progress® Apama® Platform for Capital Markets product. The Order will specify the number of Runtime Users licensed to use the Product.

- e. Progress® Apama® Alert for Capital Markets: If the Product listed in the Order is the Progress® Apama® Alert for Capital Markets product, then the Product is licensed under the Alert User license model described below. As a pre-requisite, Licensee must have a valid license for the Progress® Apama® Platform for Capital Markets product. The Order will specify the number of Alert Users licensed to use the Product.

4. Progress® Apama® Platform for CEP, Progress® Apama® Developer for CEP, Progress® Apama® Client Runtime for CEP or Progress® Apama® Client Runtime for CEP:

- a. Progress® Apama® Platform for CEP, Progress® Apama® Developer for CEP, Progress® Apama® Client Runtime for CEP or Progress® Apama® Client Runtime for CEP: If the Product identified in the Order is Progress® Apama® Platform for CEP, Progress® Apama® Developer for CEP, Progress® Apama® Client Runtime for CEP or Progress® Apama® Alert for CEP (which may also be referred to as the Progress® Apama® 3rd Party Runtime for CEP), then Licensee shall have no right to license any Progress® Apama® Platform for Capital Markets Adapters or to use the Product for trading or for capital markets deployments. Separate licenses for the applicable Progress® Apama® Platform for Capital Markets products are required for such purposes.
- b. Progress® Apama® Platform for CEP: If the Product listed in the Order is the Progress® Apama® Platform for CEP product, then the Product is licensed under the Platform license model described below. The Order will specify the number of Named Users included in the Platform license. Licensee may designate each such Named User as having a Developer User license, a Runtime User license or an Alert User license, provided that the total number of Named Users so designated does not exceed the number of Named Users specified in

the Order. If Licensee requires additional Developer Users, Runtime Users or Alert Users, then Licensee will purchase a license, as applicable, for the Progress® Apama® Developer for CEP product (for the requisite number of additional Developer Users), the Progress® Apama® Client Runtime for CEP product (for the requisite number of additional Runtime Users) or the Progress® Apama® Alert for CEP product (for the requisite number of additional Alert Users).

- c. Progress® Apama® Developer for CEP: If the Product listed in the Order is Progress® Apama® Developer for CEP, then the Product is licensed under the Developer User license model described below. As a pre-requisite, Licensee must have a valid license for the Progress® Apama® Platform for CEP product. The Order will specify the number of Developer Users licensed to use the Product. If the Order refers to the Product as being licensed on a Named User basis, then such Named Users identified in the Order shall be deemed Developer Users under the Developer User license model described below. If Licensee receives the Product as an Update to a previous version of the Product licensed to Licensee under a Named User license model, then the total number of Named Users previously licensed under the Named User license model shall be deemed to be Developer Users under the Developer User license model described below.
- d. Progress® Apama® Client Runtime for CEP: If the Product listed in the Order is the Progress® Apama® Client Runtime for CEP product, then the Product is licensed under the Runtime User license model described below. As a pre-requisite, Licensee must have a valid license for the Progress® Apama® Platform for CEP product. The Order will specify the number of Runtime Users licensed to use the Product.
- e. Progress® Apama® Alert for CEP: If the Product listed in the Order is the Progress® Apama® Alert for CEP product (which may also be referred to as the Progress® Apama® 3rd Party Runtime for CEP), then the Product is licensed under the Alert User license model described below. As a pre-requisite, Licensee must have a valid license for the Progress® Apama® Platform for CEP product. The Order will specify the number of Alert Users licensed to use the Product.

See Order for additional terms, if any.

LICENSE MODELS AND DEFINITIONS:

The product name and applicable license model for the Product(s) purchased is set forth in the Order. The description of the license model is set forth below. Not all license models described below are available for all Products. The Order will identify the license model applicable for the Products listed therein.

For purposes of this **Exhibit A**, the following terms shall have the following definitions:

“**Client Device**”: A Client Device is any input technology that allows the Licensee to access the Product, including but not limited to a workstation, a personal computer, a PDA device, a cellular phone, a tablet, a laptop or other device that is operated by an individual.

“**Core**”: A Core is a core processor of a CPU as allocated by Licensee made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environment, and regardless of whether used in a production or non-production (e.g. test, development) environment.

“**CPU**”: A CPU is a computer processing unit, also known as a processor or microprocessor. It can contain multiple cores in both virtualized and/or non-virtualized environment.

“**Decision Service**”: A Decision Service is a service or agent that answers a business question for other services. Without limiting the scope of the foregoing definition, a Decision Service includes any self-contained, callable service or agent with a view of all the information, conditions and actions that need to be considered to make a business decision.

“**Disaster**”: Any unplanned event or condition that renders Licensee unable to use an application or database for its intended computer processing and related purposes.

“**Instance**”: An Instance is a unique installation of the Product on a system capable of running the Product.

“**Interface**”: An Interface is an application (executing within the Product, such as a plug-in, or external to the Product), algorithm, strategy, dashboard, business process, graphical user interface and/or other computer software program built or developed by Licensee with the use of the Product in accordance with this Agreement and to the extent contemplated in the Documentation for the particular Product licensed hereunder.

“Non-Human Operated Device”: A Non-Human Operated Device is a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, an automated system interface or a tracking device.

“Named User”: A Named User is a single individual, Non-Human Operated Device or Process.

“Platform”: A Platform is the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

“Process”: A Process is any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

“Server”: A logical computer with one or more CPUs on which the Product resides, along with the applications utilizing the Product, and which can be accessed by other computers. The term “Server” includes, but is not limited to, web servers, batch servers and application servers.

“Site”: A site is defined as a single building or campus of buildings.

“Use Case”: A Use Case is a description in the Order of one or more limitation(s) on the manner in which the Product may be used by Licensee. Such limitation(s) may include, but are not limited to, use of the Product only for a specified project, application, line of business, purpose of use or group of users.

Alert User License: An Alert User License grants Licensee the right to designate a Named User (which may be an employee or a non-employee) to access and use the Product subject to and in accordance with the Named User/Seat License model described herein, for the sole purpose of receiving alerts and notices generated by the Product in connection with the Use Case specified in the Order (if applicable), and for no other purpose. Licensee must purchase a number of Alert User Licenses equal to the number of recipients who will have the ability to receive alerts and notices and who do not already possess a Developer User License or a Runtime User License for the Product.

Core License: A Core License grants Licensee the right to run the Product, or an application which can access the Product, on a single Core on a single Server and on a single Platform. The total number of Cores on the Server may not exceed the total number licensed to Licensee. Additional Core License(s) are required for each Core of a Server on which the Product runs, including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Core License may not be transferred from one Server or Platform to another.

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

Developer User License: A Developer User License grants Licensee the right to designate a Named User to access and use the Product subject to and in accordance with the Named User/Seat License model described herein, in order to build, develop, test, stage, support, deploy and/or execute one or more Interfaces for the Use Case specified in the Order (if applicable).

Instance License: An Instance License grants Licensee the right to deploy a single Instance of the Product. The total number of Instances deployed may not exceed the total number licensed to Licensee.

Named User/Seat License: A Named User or Seat License grants Licensee the right to designate a Named User to access and use the Product or access and use an application which can access the Product. Licensee must be able to identify and count each Named User. A Named User License is a multi-server license but the Product must be used on a single Platform. A Named User may not be designated concurrently on different computers or devices or shared by multiple users. A Named User does not have to be logged on to the Product to be counted as a Named User. A Named User license designation may be transferred from one Named User to another provided that the original Named User no longer requires and is no longer permitted access to the Product. The foregoing transfer right shall not affect the assignment prohibition set forth in Section 2.10 of the Agreement. All Named Users must be bound to the terms and conditions of this Agreement.

Platform License: A Platform License grants Licensee the right to install and use the Product solely for the Use Case specified in the Order (if applicable). A Platform License is a multi-server license, but the Product must be used only for the Use Case (if applicable) and only by the licensed number of Named Users specified in the Order, each of which must be assigned a Developer

User License, a Runtime User License, or an Alert User License by Licensee in accordance with the terms of this paragraph. Licensee may assign each Named User a Developer User License, a Runtime User License or an Alert User License, provided that the total number of such licenses does not exceed the number of Named Users specified in the Order. If Licensee requires additional Named Users licensed to use the Product, then Licensee will be required to purchase the applicable Product license for additional Developer User Licenses, Runtime User Licenses and/or Alert User Licenses, as desired by Licensee.

Runtime User License: A Runtime User License grants Licensee the right to designate a Named User to access and use the Product subject to and in accordance with the Named User/Seat License model described herein, solely for the purposes of using the Dashboard Viewer capabilities of the Product and/or utilizing and executing Interfaces for the Use Case specified in the Order (if applicable), and for no other purpose. Without limiting the foregoing and for the avoidance of any doubt, a Named User with a Runtime User License is not permitted to build, develop, test, stage and/or support any Interfaces, but only to use the Product in connection with the use and execution of already existing Interfaces. Licensee must purchase a number of Runtime User Licenses equal to the number of Named Users who will have the ability to access and use the Dashboard Viewer capabilities and/or the Interfaces and who do not already possess a Developer User License for the Product. Use of graphical user interfaces connected to a Product requires a Runtime User license.

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

Application Specific License: If the Order lists a specific application authorized for use with the Product, or if Licensee obtained a Product in conjunction with a software application provided by a third party, the Product is licensed for use only with such application. Use with any other application/product is strictly prohibited. Licensee shall be further subject to the license terms of the appropriate license model for the Product (e.g., CPU License, Core License, Named User License, etc.) designated in the Order.

Disaster Recovery License: A Disaster Recovery License shall only be used by Licensee for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. In that case, a Disaster Recovery License grants the Licensee the right to use the Product for a period not to exceed ninety (90) days (“D/R Deployment Period”). Licensee shall notify Progress in writing within five (5) business days of the commencement of the D/R Deployment Period. Licensee shall be further subject to the license terms of the appropriate license model for the Product (e.g., CPU, License, Core License, Server/Machine License, etc.) designated in the Order. A Disaster Recovery License may be transferred from one Server or CPU to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery License is required for a switch from a primary Server to secondary Server so long as the primary Server is permanently disabled. However a Disaster Recovery License is required for any other temporary reassignment between the primary Server and any other Server. The foregoing transfer right shall not affect the assignment prohibition set forth in Section 2.10 of this Agreement.

Non-Production Development, Support, Testing and/or Staging License: If Licensee ordered or obtained the Product for development, support, quality assurance, testing and/or staging or other non-production purposes, then the Product shall only be used by Licensee for such purposes and may not be deployed in a production environment. Licensee shall be further subject to the license terms of the appropriate license model for the Product (e.g., CPU, License, Core License, Server/Machine License, etc.) designated in the Order.

Evaluation License: An Evaluation License grants Licensee the right to use the Product solely for evaluation, demonstration, prototyping, testing, and/or proof of concept purposes, and not in conjunction with the development or deployment of any software application. No commercial product development work is authorized. An Evaluation License may not be transferred. Evaluation includes the use of the Product in performance benchmarking. Progress updates the Product regularly and benchmarking data for the Product is subject to change. Benchmark tests on prior versions of the Product may yield results that are not reflective of the performance of the current version of the Product. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE PRODUCT LICENSED TO LICENSEE PURSUANT TO AN EVALUATION LICENSE CONTAINS A DISABLING DEVICE THAT WILL AUTOMATICALLY DISABLE THE PRODUCT THIRTY (30) DAYS FROM INSTALLATION OR AT THE END OF SUCH LONGER OR SHORTER PERIOD OF TIME AS MAY BE DETERMINED BY PROGRESS AT ITS DISCRETION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 3 OF THIS AGREEMENT, THE PRODUCT IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. PROGRESS MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

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). Unless otherwise expressly stated in the Special Notices for any particular third party component, all third party components included in or accompanying the Product may be used solely in connection with the operation of the Product subject to and in accordance with the terms and conditions of this Agreement.

PROGRESS MAINTENANCE PLAN (IF ANY):

As indicated in the applicable Order.

EULA Revision Reference:

EULA for: Progress® Apama® version 5.0 (rev 7-September-2012)