

Supplemental Terms: Licensing and Usage

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These Supplemental Terms apply if noted in the Order. “We”, “us”, or “our” refer to Progress Software Corporation or its Affiliate listed as licensor in the license agreement referenced in the Order (“**License Agreement**”). “You” or “your” refer to the end-user identified in the Order and considered the licensee under the License Agreement. If multiple Products are listed in the Order with different license agreements, references to License Agreement in these Supplemental Terms mean the applicable license agreement designated in the Order for the relevant Product.

If conflicts arise among (a) the Order, (b) these Supplemental Terms, and (c) the License Agreement, their priority is in that order unless the Order is from an Authorized Reseller or issued by you. For Authorized Resellers: the Order governs, but any requirements for the Authorized Reseller differing from our obligations under the License Agreement and Supplemental Terms are the Authorized Reseller’s responsibility; our obligations are solely defined by the License Agreement and Supplemental Terms. Any Order terms altering our rights or responsibilities are not valid unless agreed to in writing. If you make the Order (e.g., a purchase order), any extra terms and conditions you include are invalid.

1. General – Applies to all Products listed in Orders referencing these Supplemental Terms

1.1. Definitions.

1.1.1. “**Affiliate**” means with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.

1.1.2. “**Application(s)**” means one or more software products developed or owned by you, or for which you otherwise have usage rights, including all revisions, enhancements, upgrades, and new versions thereof. In the event an application is renamed (whether such application is developed by you or acquired via acquisition or license) with the name of the Application, such renamed application will not be considered an “Application” under these Supplemental Terms.

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.

1.1.4. “**Client Device**” means any input technology that allows you 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.

1.1.5. “**Core**” means an independent processing unit within a CPU that can execute instructions in both a virtualized and/or non-virtualized environment. For the avoidance of doubt, each vCPU (whether resulting from hyperthreading or not) is considered a separate Core for licensing purposes.

1.1.6. “**CPU**” means a central processing unit, also known as a processor or microprocessor. It can contain multiple Cores in both virtualized and/or non-virtualized environments.

1.1.7. “**Documentation**” means any technical instructions or materials describing the operation of the Product made available to you (electronically or otherwise) by us for use with the Product, expressly excluding any marketing websites, user blogs, reviews or forums.

1.1.8. **“GenAI Functionality”** means generative artificial intelligence functionality including any functionality that uses generative models to produce text, images, videos, or other forms of data.

1.1.9. **“Instance”** means an image of the Product that is created by executing the Product’s setup or install procedures or by duplicating an existing Instance.

1.1.10. **“Named User”** means a single individual, Non-Human Operated Device or Process.

1.1.11. **“Non-Human Operated Device”** means a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, or a tracking device.

1.1.12. **“Order”** means a written or electronic order document or combination of documents entered into between you and us (or our Affiliate or an Authorized Reseller) for the Product.

1.1.13. **“Platform”** means a specific combination of the hardware and the operating system, a change to either would constitute a platform change.

1.1.14. **“Process”** means 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.

1.1.15. **“Product”** means the computer software program(s) identified in an Order, and any Updates.

1.1.16. **“Running Instance”** means loading the Product into memory and executing one or more of its instructions. The Instance of the Product is deemed running, whether or not its instructions continue to execute, until the Product is removed from memory.

1.1.17. **“Server”** means a logical computer (can be a physical hardware or a virtual machine) 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.

1.1.18. **“Site”** means a single building or campus of buildings sharing the same postal address.

1.1.19. **“Update”** means any update, enhancement, error correction, modification or new release to the Product that we make available to you.

1.1.20. **“Workstation”** means a computer that is operated, either attended or via remote access, by one person at a time, and cannot be used by more than one person, directly or indirectly, simultaneously.

1.2. **General Purpose License.** Unless otherwise specified in the Order or in sections 2 and 3 below, where applicable, you will be granted a “General Purpose License” for the Product. This license authorizes use of the Product for both production and non-production activities. All usage is subject to compliance with the terms outlined in the Order, the License Agreement, and these Supplemental Terms, including adherence to the license model, any quantity limitations indicated in the Order, and all additional restrictions set forth herein.

1.3. **License Models.**

1.3.1. **Core License.** A Core License authorizes you to operate the Product on the number of Cores specified in the Order. Each Core on which the Product is utilized, including but not limited to Cores on Servers designated for production, disaster recovery, load balancing, clustering, development, testing, performance testing, user acceptance testing (UAT), or reporting, requires a valid Core License. This requirement applies to physical Cores on Servers, virtual Cores assigned to virtual machines and containers, as well as virtual Cores allocated within third-party cloud provider public or private cloud environments. At no time shall the aggregate number of licensed Cores in use exceed the quantity of Core Licenses granted.

1.3.2. **Running Instance License.** A Running Instance License authorizes you to install and operate the specified number of Running Instances of the Product as indicated in the Order. This license is not constrained by Core or CPU count. The total licensed quantity of Running Instances must be equal to or greater than the actual number of Product Running Instances installed and utilized across all environments, including but not limited to production, disaster recovery, load balancing, clustering, development, testing, performance testing, UAT and reporting.

1.3.3. **Server.** A Server License allows you to install and operate the Product on only one Server and one Platform. Every Server running the Product, including, without limitation, Servers configured for production, disaster recovery, load balancing, clustering, development, testing, performance testing, UAT or reporting, requires its own Server License. You cannot transfer a Server License from one Server or Platform to another.

1.3.4. **Products Licensed by Environment Size or Hardware Capacity.** If a Product is licensed based on environment size, hardware, storage, or other capacity limits, your license quantity as specified in the Order relies on data you provide about usage and performance needs. Because capacities may change, you are responsible for monitoring usage, and if you reach designated limits, you may need to buy more Product licenses or components.

1.4. **Sample Material.**

1.4.1. **No Warranties or Maintenance and Support.** ANY TEMPLATES, SAMPLE CODE, DEMO CODE, SAMPLE APPLICATIONS, OR OTHER EXAMPLES INCLUDED IN THE PRODUCT AND IDENTIFIED AS SUCH IN THE DOCUMENTATION OR RELEASE NOTES SUPPLIED WITH THE PRODUCT (COLLECTIVELY, “**SAMPLE MATERIAL**”), ARE PROVIDED “AS IS” WITH ALL FAULTS AND NO WARRANTIES OF ANY KIND. WE DO NOT OFFER MAINTENANCE AND SUPPORT SERVICES FOR SAMPE MATERIAL INCLUDED IN THE PRODUCT. YOU ARE SOLELY RESPONSIBLE FOR ALL USE AND CONFIGURATION OF THE SAMPLE MATERIALS. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, NON-INTERFERENCE, OR ACCURACY. THE SAMPLE MATERIAL MAY NOT BE SUITABLE FOR PRODUCTION OR COMMERCIAL USE, MAY CONTAIN ERRORS AND IS NOT GUARANTEED TO OPERATE CORRECTLY OR COMPLETELY.

1.4.2. **Sample Materials License; Ownership.** You may receive the Sample Material in source code form. We grant you a perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license to copy, modify, compile, and redistribute the Sample Material (in executable forms) as part of your applications—not on a standalone basis. Ownership and all intellectual property rights in the Sample Materials remain with us. We may modify or create derivative works of the Sample Materials at our discretion, even if similar to your changes. We may also remove all or any portion of the Sample Materials from the Product or Updates. This license does not permit use of our trade names, trademarks, service marks or product names. The license applies only to Sample Material; use of all other portions of the Product is governed by the terms of the Order, License Agreement, and the other provisions of these Supplemental Terms.

1.5. **GenAI Functionality Integrated by You (“bring your own license”).** If the Product Documentation specifies the possibility for you to integrate other forms of GenAI Functionality into the Product, then the Product will include a configuration to enable the integration. You acknowledge that a separate license or subscription access to other forms of GenAI Functionality governed by the terms and conditions of a license agreement from its respective licensor will be required for use and access of such GenAI Functionality integrated with the Product. You will be responsible for complying with the terms of such license agreement. You acknowledge and accept that we are not a party to the license agreement between you and the licensor for other forms of GenAI Functionality, and as a result we do not have any control over it or its availability, and we disclaim any and all liabilities for any output, error, damages, loss, etc., or any other result of your use of such GenAI Functionality integrated with the Product.

1.6. **Third Party Notices.** Third-party components are identified in the “readme.txt” file, the “notices.txt” file, “Third Party Software” file, or software bill of Materials (SBOM) accompanying the Product. All such third-party components may be used solely in connection with the use of the Product and in accordance with the terms and conditions of the License Agreement and these Supplemental Terms and the license terms and conditions which accompany the third-party components. Third-party license terms and conditions will take precedence over any conflicting terms and conditions in the License Agreement or these Supplemental Terms (but solely with respect to the third-party components to which they relate).

1.7. **Telemetry.** You acknowledge that the Product incorporates telemetric functionality which, when enabled, allows for the automatic transmission of anonymized usage data to us and/or our Affiliates for internal compliance verification purposes. These features are enabled by default and transmit non-personal usage statistics, such as the number and type of Cores, and operating environments (e.g., production, test, development) utilized to operate the Product. Additionally, the telemetry may collect information regarding the specific version of the Product and associated operating system(s) in use. No personally identifiable information will be collected through these features. By using the Product, you consent to the collection, use, and disclosure of such data for the purposes outlined herein and/or as detailed in our privacy policy available at <https://www.progress.com/legal/privacy-policy>.

1.8. **Product Updates.** When you receive an Update for a Product, it replaces all or part of the version you were previously licensed to use (“**Replaced Product**”), and your license for the Replaced Product will end for any parts replaced by the Update. However, you can continue using the Replaced Product for up to ninety (90) days after the Update is delivered so you have time to complete the Update installation. After these ninety (90) days, you must stop using the Replaced Product entirely.

1.9. **Cloud Environment.** You are permitted to upload the Product licensed to you under the Order and these Supplemental Terms to a cloud instance provided by a third party, on the condition that operation of the Product within the cloud instance adheres to all applicable license model restrictions and usage limitations. You may also authorize the third party to upload, install, operate, and/or use the Product in the cloud instance, as long as such access and use by the third party is exclusively for your benefit. You remain responsible for the third party's compliance with these Supplemental Terms, the Order, and the License Agreement. Any violation of these terms by the third party will be deemed a breach by you.

1.10. **Revisions to these Supplemental Terms.** We may update these terms at <https://www.progress.com/legal>. The latest version applies when you download or install an Update or renew a subscription. If your subscription auto-renews and changes are posted after the opt-out deadline, you can notify us before renewal if you choose not to accept the new terms. Please check our website regularly for updates.

2. **MarkLogic Product Terms – Applicable *solely* to MarkLogic Products specified in Orders referencing these Supplemental Terms**

2.1. **MarkLogic Product(s).** The term “MarkLogic Product”, as used in this section 2, refers to any Product included in the Progress® MarkLogic® product line that is specified in an Order.

2.2. **MarkLogic Product-Specific Rights/Rules.** If an Order includes a MarkLogic Product listed below, the associated license rights and rules apply unless stated otherwise in the Order.

2.2.1. The **Progress® MarkLogic® FastTrack™ SDK** is intended solely for development use, specifically to build or maintain applications or interfaces that access, extract, or analyze data stored in a separately licensed Progress® MarkLogic® Server product. Each production license of the Progress® MarkLogic® Server used with these applications or interfaces requires its own dedicated FastTrack™ SDK license. Deploying such applications or interfaces also necessitates purchasing the appropriate Progress® MarkLogic® FastTrack™ license(s) as outlined in section 2.2.2. You must keep active licenses for both the Progress® MarkLogic® FastTrack™ SDK (per this section 2.2.1) and the Progress® MarkLogic® FastTrack™ product (per section 2.2.2) as long as these applications or interfaces are in use. Even if your Order includes the Progress® MarkLogic® FastTrack™ SDK as part of a group of MarkLogic Products designated for use in production, the SDK license remains strictly limited to development purposes unless your Order explicitly references section 2.2.1 and clearly modifies these restrictions.

2.2.2. **Progress® MarkLogic® FastTrack™.** To deploy applications or interfaces developed and maintained with the Progress® MarkLogic® FastTrack™ SDK product in production or non-production environments, a General Purpose License for the Progress® MarkLogic® FastTrack™ product is required. Additionally, a distinct license for the Progress® MarkLogic® FastTrack™ product must be obtained for each separately licensed Progress® MarkLogic® Server product with which these applications or interfaces will be utilized. The number of Cores specified in each Progress® MarkLogic® FastTrack™ product license must correspond to the number of licensed Cores in the associated Progress® MarkLogic® Server product license.

2.2.3. **Progress® Corticon® for MarkLogic® – Rules Editor (“Rules Editor Product”)** is intended solely for development use, specifically to create, edit and package rules to operate within the Progress® MarkLogic® Server product environment separately licensed to you. Each production license of the Progress® MarkLogic® Server used with these rules requires its own dedicated Rules Editor Product license. Deploying such rules also necessitates purchasing the appropriate Progress® Corticon.js® for MarkLogic® license(s) as outlined in section 2.2.4. You must keep active licenses for both the Rules Editor Product (per this section 2.2.3) and the Progress® Corticon.js® for MarkLogic® product (per section 2.2.4) as long as these applications or interfaces are in use. Even if your Order includes the Rules Editor Product as part of a group of MarkLogic Products designated for use in production, the Rules Editor Product license remains strictly limited to development purposes unless your Order explicitly references section 2.2.3 and clearly modifies these restrictions.

2.2.4. **Progress® Corticon.js® for MarkLogic®.** To deploy the rules created with the Rules Editor Product in in production or non-production environments, a General Purpose License for the Progress® Corticon.js® for MarkLogic® product is required. Additionally, a distinct license for the Progress® Corticon.js® for MarkLogic® product must be obtained for each separately licensed Progress® MarkLogic® Server product environment in which you wish to deploy the rules created with the Rules Editor Product. The number of Cores specified in each Progress®

Corticon.js® for MarkLogic® product license must correspond to the number of licensed Cores in the associated Progress® MarkLogic® Server product license.

2.2.5. **Any MarkLogic Product Options, Add-Ons or Tools licensed on a Core basis.** Each MarkLogic Product option, add-on, or tool licensed to you on a Core basis must be licensed for a quantity of Cores that matches the Core count for the licensed MarkLogic Server environment such option, add-on or tool is operating in.

3. Semaphore Product Terms – *Applicable **solely** to Semaphore Products specified in Orders referencing these Supplemental Terms*

3.1. **Semaphore Product(s).** The term “Semaphore Product”, as used in this section 3, refers to any Product included in the Progress Semaphore product line that is specified in an Order, excluding Semaphore Cloud or its successor cloud service, Progress Data Cloud.

3.2. **Indefinite Term License.** If your Order specifies an indefinite term license for a Semaphore Product, you may use it indefinitely provided you purchase consecutive renewal support subscriptions as outlined in these Supplemental Terms and the Order. Either party can choose not to renew by giving written notice at least sixty (60) days before the current support period ends (or as specified in the Order). If you exercise the option not to renew, then your license to the Semaphore Product will terminate. If we exercise the option not to renew, then your license to the Semaphore Product will continue. For clarity, we may offer limited support options for the Semaphore Product in advanced phases of the product lifecycle (e.g., retirement phase). Any such limited support option will not be deemed to be an exercise by us of our option not to renew, and if we offer any support option for the Semaphore Product (including a limited support option) and you opt not to purchase it, then your license to the Semaphore Product will terminate. All initial and renewal support periods are non-cancellable except as allowed by these Supplemental Terms, the Order, and the License Agreement.

3.3. **Third Party Beneficiaries.** Oracle America, Inc. is considered a third-party beneficiary under the License Agreement and these Supplemental Terms specifically in relation to Semaphore Products. Apart from Oracle America, Inc. (regarding Semaphore Products) and any third parties named as beneficiaries in the License Agreement, these documents are intended solely for the parties involved and do not provide any rights to other third parties. Only the parties to the License Agreement and Supplemental Terms, Oracle America, Inc., and any third parties expressly designated as beneficiaries may enforce the agreement.

3.4. **Semaphore Product-Specific Rights/Rules.** If an Order includes a Semaphore Product listed below, the associated license rights and rules apply unless stated otherwise in the Order.

3.4.1. **Knowledge Model Management (KMM).** A KMM license includes five (5) licensed contributor users and unlimited reviewer users of KMM. Additional contributor users of KMM are licensed separately.

3.4.2. **Additional KMM User Pack.** Additional KMM User Pack includes a bundle of five (5) KMM contributor users.

3.4.3. **Semantic Integration Service (SIS).** A SIS license includes one (1) Core of Semantic Enhancement Server (SES) or Concept Server, which provides concept mapping, search as you type, and model browsing APIs. If you require both SES and Concept Server, then you must purchase an Additional SIS Pack.

3.4.4. **Additional SIS Pack.** Additional SIS Pack is an additional SES or Concept Server Core to provide further throughput for concept mapping, search as you type and model browsing APIs.

3.4.5. **Application Product Integration Pack.** Application Product Integration Pack provides an integration between Classification and Language Services (CLS), SIS and the source application to enable a flow of data between the systems for content processing. Application Product Integration Pack is licensed per integration. Configuration of data mapping/placement will be required. Application Product Integration Pack may be required for application product search engines, content management systems, etc. Contact your Semaphore sales representative for availability.

4. Corticon Product Terms - *Applicable **solely** to Corticon Products specified in Orders referencing these Supplemental Terms*

4.1. **Definitions.**

4.1.1. **“Corticon Product(s)”** means any Product included in the Progress® Corticon® product line that is specified in an Order, excluding Progress® Corticon® for MarkLogic® and Progress® Corticon.js® for MarkLogic®, which are addressed in section 2 above).

4.1.2. **“Decision Service”** means 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.

4.1.3. **“Serverless Function”** means a programmatic function created for a single purpose hosted and maintained on infrastructure supplied by a cloud computing company. A Serverless Function is short-lived and stateless, and its instance lifespan is limited to the duration to perform a single execution of the function.

4.2. **Application License.** An Application License grants you the right to install and use the Corticon Product on any device (wherein the device can be a Client Device, a Non-Human Operated Device or a Process) and the Corticon Product, and all component parts thereof, may only be used by you for the purpose of modelling, analysing, testing and saving business rules as Decision Services in relation to determined Application(s).

4.3. **Usage Limitations for Corticon Products.**

4.3.1. **Progress® Corticon® Studio.** If the Corticon Product identified in the Order is a Progress® Corticon® Studio product, then the Corticon Product, and all component parts thereof (including, without limitation, the server component of the Corticon Product) may only be used by you for the purpose of modelling, analyzing, testing and saving business rules as Decision Services in a development or testing environment. You must purchase a license for a Progress® Corticon® Server product or one of the Progress® Corticon.js® products made available by us for deployment, as applicable, to deploy, integrate, execute or otherwise make any production use of any Decision Services created with a Progress® Corticon® Studio product.

4.3.2. **Progress® Corticon® Studio for OpenEdge® or Progress® Corticon® Server for OpenEdge®.** If the Corticon Product identified in the Order is Progress® Corticon® Studio for OpenEdge® or Progress® Corticon® Server for OpenEdge®, then, in addition to the product specific usage limitation set forth in section 4.3.1 above, your right to use the applicable Corticon Product is subject to the following additional limitation: development of Decision Services for use exclusively by a Progress® OpenEdge® application (if the Corticon Product is Progress® Corticon® Studio for OpenEdge®) or invocation of Decision services exclusively from a Progress® OpenEdge® application (if the Corticon Product is Progress® Corticon® Server for OpenEdge®).

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