

End-User Product License Agreement

CAUTION: INSTALLING THE SOFTWARE INDICATES YOUR UNDERSTANDING AND ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE INSTALLING THE SOFTWARE. IF YOU DO NOT AGREE WITH THEM, DO NOT INSTALL THE SOFTWARE.

Subject to the following terms and conditions, Crescent Division of Progress Software Corporation (CDPSC) grants to you ("User") a non-exclusive license to use the Product and the related Documentation accompanying this license Agreement. The term "Product" means all the computer software products licensed to User as a single integrated product and the term "Documentation" refers to all the manuals licensed to User.

1. Scope of License.

1.1 This license allows User to install and use the Product solely on a single computer (i.e. with a single central processing unit). Except as otherwise specified in the Documentation, User may not grant sublicenses, leases, or other rights in the Product, nor may User transfer, sell, assign, or otherwise convey the Product to another party without CDPSC's prior written consent. User may not split the Product into its component computer software products and transfer, sell, assign, distribute or re-license or otherwise convey those components as individual products to another party. Transfer of the Product to another computer may be made on a permanent basis provided no active copies are retained on the original computer. This Agreement automatically terminates if User transfers possession of any copy of the Product or Product Update to another party.

1.2 A Product Update replaces part or all of a Product or Product Update previously licensed. Use of a Product Update terminates the license to use the Product or that part of the Product which the Product Update replaces and User shall destroy or return to CDPSC all copies of any prior Product or Product Update. User may obtain rights to acquire Product Updates and other technical services under CDPSC's then current fees and terms.

2. Proprietary Rights. The Product and Documentation are proprietary products of CDPSC's licensor(s) or CDPSC and are protected by copyright law. By virtue of this Agreement, User acquires only the non-exclusive right to use the Product and does not acquire any rights of ownership in the Product or the media upon which it is embodied. CDPSC's licensor(s) or CDPSC, shall at all times retain all rights, title, and interest in the Product and the media.

3. Non-Disclosure; Copies; Alterations. User agrees not to cause or permit the reverse engineering, disassembly, copying, or decompilation of the Product, except to reproduce machine-readable object code portions for backup purposes and installation of new releases, under penalty of license termination but not exclusive of any other remedies. User may copy the Product for installation, backup or other purposes as described in the Documentation. User may not copy nor allow others to copy the Product or Product Update for any other purpose. User agrees not to remove any product identification, copyright notices, or other notices or proprietary restrictions from the Product. User may not copy nor allow others to copy any part of the manuals or other printed material provided with the Product or Product Update by any means, including data transmission or translation.

4. Limited Warranty. CDPSC warrants that the materials of both the Product media and Documentation are not defective and that the software is properly recorded on the media. If either the media or the Documentation is physically defective, CDPSC will replace it free of charge during the 60-day warranty period. User's remedy is limited to return of the media and/or Documentation to the supplier or to CDPSC for replacement. This Limited Warranty is in effect for claims made within 60 days from User's purchase of the Product. CDPSC warrants that it has the right to license the Product(s). CDPSC will defend User against any claim based on an allegation that a Product infringes a U.S. patent or copyright, but only if CDPSC is notified promptly in writing of such claim and is given sole control of the defense thereof and all related settlement negotiations relating thereto. Notwithstanding the foregoing, CDPSC shall not be liable to User for any claim arising from or based upon the alteration or modification of any of the Product(s).

The Product has been tested and the Documentation has been reviewed. However, except as specifically stated above, CDPSC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT AND DOCUMENTATION. For example, CDPSC does not warrant that there are no discrepancies between the Product and the Documentation, nor that errors cannot arise during the use of the Product.

THIS WARRANTY GIVES THE USER SPECIFIC LEGAL RIGHTS, AND MAY ALSO IMPLY OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, AND DO NOT ALLOW A LIMITATION ON HOW LONG ANY IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. No CDPSC employee, supplier, or agent

is authorized to make any modifications or addition to this warranty.

5. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF CDPSC, IF ANY, FOR DAMAGES RELATING TO ANY PRODUCTS SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY USER FOR SUCH PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

6. Export Administration. User agrees to comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to assure that the Product and Documentation are not exported or re-exported in violation of United States law. Further, User shall not directly or indirectly export or re-export any Products, Documentation, or the direct Product thereof without first obtaining CDPSC's written approval.

7. U.S. Government Restricted Rights. The Product is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Program Product clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacture is the Crescent Division of Crescent Division of Progress Software Corporation, 14 Oak Park, Bedford, MA 01730. Unpublished—all rights reserved under the copyright laws of the United States.

8. Miscellaneous. This Agreement is governed by the laws of the Commonwealth of Massachusetts. If any provision of this Agreement is declared invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in effect.