

Progress Products MARKETING CONSENT AND RELEASE

Progress Software Corporation, together with its subsidiaries and affiliates. (collectively, "Progress") would like the opportunity to work with you in certain marketing activities in order to describe your use of certain Progress products. The purpose of this Marketing Activities Consent and Release is to describe the Marketing Activities in which you agree to participate and the use rights of the parties with regard to any documentation resulting from these Marketing Activities. You hereby confirm that this consent is entirely voluntary and that it will only apply to those Progress products which the parties agree to in writing.

The parties agree as follows:

1. You agree to participate in the following Marketing Activities, as agreed to in writing or as otherwise specified by the parties:
 - a. **Logo and Company Reference** – permission to use your company or product name, logo or other trademark in connection with promotion of the Progress products that you use.
 - b. **Written Case Study** – a document/story describing your experience with use of the Progress products.
 - c. **Press Release** – issued to press and media in order to make a newsworthy announcement relating to your experience with use of the Progress products.
 - d. **Testimonial Statement** – your submitted photos, video or written testimonial to be used as a testimonial or memory describing your experience with use of Progress products

Your agreement to participate in the above Marketing Activities does not obligate Progress to create any such Marketing Activities or to offer the same opportunity to you.

2. The following terms apply to all finished product created under this Marketing Activities Consent and Release, including without limitation any case studies, testimonial advertisements or press releases:
 - a. Progress may interview, tape, videotape and record your employees and/or contractors to gather information, as needed, for creating the documentation. You agree to obtain sufficient permissions, including consent to the use of any personal information where required under applicable data privacy legislation, for example the EU General Data Privacy Regulation ("GDPR"), from any of your employees and/or contractors whose quotes, names or pictures may appear in the documentation in order to grant the rights described in this Marketing Activities Consent and Release. If your employees and/or contractors want to know more about how Progress processes and protects their information, they can view our privacy policy here: <https://www.progress.com/legal/privacy-policy>.
 - b. Progress may display your company name, trademarks, service marks, logos, and other identifying information in the documentation as approved by you during review of the documentation. You waive any right to royalties or compensation arising from or related to the use of such Marketing Activities.
 - c. Prior to publication, Progress may ask you to review any final content and/or finished product, provided that such review by you shall be for the limited purposes of (i) ensuring factual accuracy (ii) preventing the inadvertent release of any of your confidential information and (iii) preventing the use of any personal information protected by applicable

legislation where consent to use it for this purpose has been withdrawn prior to publication. If asked for such review, you agree to respond within the time requested by Progress and any failure to respond accordingly will be deemed an approval by you. Progress shall be held harmless against any claims from your employees, subcontractors or third parties that arise from your failure to acquire proper authorization for the use of personal information.

- d. Except for any of your trademarks, service marks, logos, and other identifying information contained in the documentation, Progress will own the documentation, and grants you a license to use and distribute the documentation for your own advertising and marketing efforts.
3. Progress will have the right to publish, use, reference, and display the final, approved documentation, in whole or through unedited excerpts, in all forms of media now or hereafter known, and to sublicense the rights to third parties. Progress also agrees to stop distributing, publicly referencing, and displaying the documentation at any time upon thirty (30) days written request.
 4. Each party agrees to hold the other party and its contractors, agents, and employees, harmless against any and all losses, costs, damages to persons or property, liabilities and expenses (including reasonable attorney's fees and costs) arising in connection with actions, suits, claims, demands and prosecution that may be brought or instituted by third parties to the extent based upon or arising out of breach, gross negligence or willful misconduct in connection with this Agreement.

You also agree that you have read and fully understand all of the terms and conditions of this Consent and Release. If this Consent and Release is being executed on behalf of a company or other legal entity, the individual signing has the legal authority to do so and to bind such company or other legal entity to this Consent and Release.

Company: _____

By: _____

Name: _____

Title: _____

Date: _____