

**PROGRESS SOFTWARE
DIGITAL AND OPERATIONAL RESILIENCE ADDENDUM**

This Digital and Operational Resilience Addendum (“**DORA Addendum**”) is effective as of the later date of signature below (“**Effective Date**”) by and between the customer whose name and address details are set out in the Appendix to this Addendum on behalf of itself and its Affiliates (“**Customer**”) and Progress Software Corporation, (LEI 549300R65B3JG6972S24) with offices at 15 Wayside Rd, Suite 400, Burlington, MA 01803, USA (“**Progress**”) and supplements the terms of the Applicable ICT Service Agreement (as defined in PART 2 of this DORA Addendum).

Definitions used in this DORA Addendum are as defined in Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011 (DORA), as supplemented and amended by PART 2 of this DORA Addendum.

RECITALS

- A. Customer has informed Progress that it, and any Affiliate that it has listed in the Appendix to this Addendum are a covered Financial Entity under DORA.
- B. In accordance with its obligations under DORA, Customer has undertaken appropriate due diligence, and such due diligence has identified one or more services provided by Progress as an ICT Service.
- C. Progress and Customer are entering into this Addendum for and on behalf of themselves and any Affiliate which is a party to any Applicable ICT Service Agreement.

NOW THEREFORE, the parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to the following terms and conditions covering the digital and operational resilience of the Applicable ICT Service provided by Progress.

This DORA Addendum consists of the following sections and applies as specified below:

PART 1 GENERAL CONTRACTUAL PROVISIONS APPLICABLE TO ALL ICT SERVICES: Applies, to the extent required by DORA, to the provision of the Applicable ICT Service by Progress to the Customer pursuant to the terms of the Applicable ICT Service Agreement.

PART 2 DEFINITIONS AND GENERAL TERMS: Applies to this DORA Addendum as a whole.

PART 1 - GENERAL CONTRACTUAL PROVISIONS APPLICABLE TO ALL ICT SERVICES

1.1. Form of contract. Description of Services and Service Levels DORA Art 30 (1); (2) (a); (3) (a)

- 1.1.1.** The respective rights and obligations of the parties are set out in writing in the Applicable ICT Service Agreement.
- 1.1.2.** The description of the Applicable ICT Service including, to the extent offered, any service level objectives, is set out in the Applicable ICT Service Agreement.
- 1.1.3.** This Addendum is added to the Applicable ICT Service Agreement with effect from the Effective Date.

1.2. Location of the Services DORA Art 30 (2) (a) (b) (e)

- 1.2.1.** The location of the Hosted Services and storage of Customer Data is set out in the Applicable ICT Service Agreement or otherwise notified to Customer.
- 1.2.2.** To the extent that the Applicable ICT Service is technical support services, Progress operates a “follow-the-sun” model which, depending on the ICT Service provided, may include without limitation support provided from Progress’ regional support centers, located as of the date of this Addendum in the USA, United Kingdom, European Union, India, Australia, and Costa Rica.
- 1.2.3.** If the Applicable ICT Service is Professional Services, the location of the services will be described in the Applicable ICT Service Agreement.
- 1.2.4.** Progress shall notify the Customer of any planned changes of the Applicable ICT Service location.
- 1.2.5.** Progress is entitled to provide the Applicable ICT Service from other locations and/or to migrate the Applicable ICT Service deployed in data centers retained by Progress between production data centers in the same data center region as deemed necessary by Progress including in the case of disaster recovery or as a part of Relevant ICT-related Incident response efforts.

1.3. Subcontracting DORA Art 30 (2) (a)

- 1.3.1.** Customer acknowledges that Progress shall be entitled to subcontract part or all of the provision of the Applicable ICT Services in accordance with the terms of the Applicable ICT Service Agreement.

1.4. Security measures DORA Art 30 (2) (c)

1.4.1. Progress will maintain appropriate technical and organizational security measures for the Applicable ICT Service. These measures are intended to protect availability, authenticity, integrity and confidentiality of Customer Data, including personal data against accidental or unauthorized loss, destruction, alteration, disclosure or access, and against all other unlawful forms of processing.

1.4.2. Progress's present technical and organizational security measures as of the Effective Date of this Addendum are available on <https://www.progress.com/trust-center>.

1.5. ICT-related Incident Notification and Cooperation DORA Art 30 (2) (f) (g)

1.5.1. Progress will maintain security incident management policies and procedures and will notify Customer without undue delay after becoming aware of a Relevant ICT-related Incident. When requested, Progress will provide relevant information in relation to the Relevant ICT-related Incident to the extent this does not compromise the security of Progress and/or its other customers. Customer acknowledges that the applicable laws may impose a duty on Progress to inform the competent public authorities of an ICT-related Incident.

1.5.2. Considering the nature of the Applicable ICT Service and the information available to Progress, Progress will provide reasonable assistance to the Customer when a Relevant ICT-related Incident arises. Progress will exercise reasonable efforts to identify the cause of such Relevant ICT-related Incident and take those steps as Progress deems necessary and reasonable to remediate its cause to the extent the remediation is within Progress' reasonable control. The obligations in this clause 1.5 will not apply to incidents that are caused by Customer (including its other vendors or service providers) or its users. Progress reserves the right to charge Customer for such assistance (and recover any costs incurred) under this clause 1.5 at the then-current Progress Professional Services rates except to the extent that the assistance is required by applicable laws or regulations to be provided at no charge.

1.5.3. Progress shall cooperate with the Regulators and the resolution authorities of the Customer, including persons appointed by them, to the extent required by applicable law.

1.6. Training and awareness DORA Art 30 (2) (i)

1.6.1. If, to comply with its obligations under DORA, Customer requires Progress to participate in security awareness training, such participation will be at Customer's cost, to be agreed in advance in accordance with Progress' then-current Professional Services rates. Progress may require a separate written agreement in connection with any training required under this Section 1.6.1.

1.7. Termination DORA Art 30 (2) (h); 28 (7) (a) – (d)

1.7.1. The parties shall be entitled to terminate the Applicable ICT Service Agreement for the reasons and within the notice periods expressly stated therein.

1.7.2. In addition to the above, Customer shall be entitled to terminate an Applicable ICT Service in accordance with the following additional termination rights:

1.7.2.1. Customer may terminate an Applicable ICT Service upon thirty (30) days' prior written notice, if, in relation to the provision of such Applicable ICT Service under an Applicable ICT Service Agreement, there is a significant breach by Progress of (i) applicable law or applicable regulation, or (ii) the terms of the Applicable ICT Service Agreement as it relates to the Applicable ICT Service, and, in each case, the breach remains unremedied. If the breach relates solely to one or more Applicable ICT Service(s) (but not all Applicable ICT Services under the relevant Applicable ICT Service Agreement), Customer's termination right applies only to the relevant impacted Applicable ICT Service(s).

1.7.2.2. Customer may terminate an Applicable ICT Service upon thirty (30) days prior written notice, if, in relation to such Applicable ICT Service, there are unilateral changes made by Progress (or made by a third-party impacting Progress) that prompt a material detrimental change in Customer's risk assessment of the performance of the Applicable ICT Service, where the detriment remains unremedied. If the detriment relates solely to one or more Applicable ICT Service(s) (but not all Applicable ICT Services under the Applicable ICT Service Agreement), Customer's termination right applies only to the relevant impacted Applicable ICT Service(s).

1.7.2.3. Customer may terminate an Applicable ICT Service upon thirty (30) days' prior written notice, if, in relation to such Applicable ICT Service, there is clear evidence of significant weakness pertaining to Progress's overall ICT risk management in connection with the Applicable ICT Services and in particular in the way Progress ensures the availability, authenticity, integrity and, confidentiality, of data, where such weakness is not reasonably disputed by Progress and remains unremedied. If the weakness relates solely to one or more Applicable ICT Service(s) (but not all Applicable ICT Services under the relevant Applicable ICT Service Agreement), Customer's termination right applies only to the relevant impacted Applicable ICT Service(s).

1.7.2.4. Customer may terminate an Applicable ICT Service upon thirty (30) days' prior written notice, if there are circumstances in which the relevant Regulator declares (in writing) that it can no longer effectively supervise Customer as a result of the conditions of, or circumstances related to, the Applicable ICT Service provided that such declaration is communicated and evidenced to Progress by Customer. If the situation relates solely to one or more Applicable ICT Service(s) (but not all Applicable ICT Services under the Applicable ICT Service Agreement), Customer's termination right applies only to the relevant impacted Applicable ICT Service(s).

1.7.2.5. The consequences of such termination shall be as specified in the Applicable ICT Service Agreement.

1.8. Return of data DORA Art 30 (2) (d)

1.8.1. In the event of insolvency, resolution or discontinuation of the business operations of Progress, or in the event of the termination of the Applicable ICT Service Agreement, Progress will return the Customer Data in an easily accessible format, and/or, to the extent allowed by applicable law, delete this data including existing copies and backups in accordance with the procedures and time periods specified in the Applicable ICT Service Agreement, unless the retention of the data is required for legal and/or compliance purposes.

1.8.2. If the Applicable ICT Service Agreement does not provide guidance on the time periods for the return or deletion of Customer Data, Progress will return or delete Customer Data within a commercially reasonable period, unless the retention of the data is required for legal and/or compliance purposes.

PART 2 – DEFINITIONS AND GENERAL TERMS

2.1 DEFINITIONS.

For the purposes of this DORA Addendum, the following definitions shall apply:

"Affiliate" means any legal entity that directly or indirectly controls, is controlled by, or is under common control with Customer or Progress. 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.

"Applicable ICT Service" means the ICT service, as defined under DORA, provided to Customer by Progress, listed in the Appendix to this Addendum.

"Applicable ICT Service Agreement" means the specific agreement between Progress and Customer or its Affiliate relating to the provision of the Applicable ICT Service as set out in the Appendix to this Addendum.

"Customer Data" means electronic data of Customer or its end users that Progress receives, stores or processes by virtue of providing the Applicable ICT Service (excluding any data that is transient to the Applicable ICT Service and not accessed by Progress). A reference to Customer Data will include Personal Data where applicable.

"DORA" means Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector (including any legally binding (i) delegated regulations or (ii) implementing regulations, in each case issued pursuant to Regulation (EU) 2022/2554).

"Financial Entity" means a financial entity as defined in DORA.

"Hosted Services" means computer software program(s), content and related services provided by Progress on a software-as-a-service basis through computers under Progress' or Progress' Affiliates' or their respective contractors' (including cloud infrastructure suppliers') control.

"Professional Services" means any product-related services not included in maintenance and support services, which are subject to the fees in the applicable Progress pricelist.

"Relevant ICT-related Incident" means an ICT-related incident as defined in DORA, which affects the Applicable ICT Service.

2.2 GENERAL TERMS

2.2.1 Order of Precedence. Except as expressly modified by this DORA Addendum, the terms of the Applicable ICT Service Agreement will remain in full force and effect. To the extent that a provision of this DORA Addendum which addresses a specific DORA requirement is already included in the Applicable ICT Service Agreement, the terms of the Applicable ICT Service Agreement will apply, and the corresponding provision in this DORA Addendum will not apply. In the event of any conflict between a provision in this DORA Addendum and any provision in the Applicable ICT Service Agreement that causes non-compliance with DORA, the provision in this DORA Addendum will take precedence, but only for that specific provision.

2.2.2 Warranties. Customer warrants that it, and any Affiliate that it has listed in the Appendix are a covered Financial Entity under DORA. In accordance with its obligations under DORA, Customer further warrants that it has undertaken appropriate due diligence and such due diligence has identified certain services provided by Progress as an ICT Service. In addition to the information in the Appendix, Progress reserves the right to require Customer to provide reasonable support for its assertion that the Applicable ICT Service listed in the Appendix is an Applicable ICT Service. If Customer is in breach of these warranties, then Customer will reimburse Progress for all costs and expenses incurred by Progress (including indemnifying Progress against any fines or judgments imposed by any regulatory body) which relate to actions taken by Progress in compliance with the obligations set out in this Addendum.

2.2.3 Notification. Where notifications or updates are required to be made by Progress in relation to ICT Services, Progress may provide such notification or updates in an appropriate format (including by email or through updates to a customer portal or website).

2.2.4 Applicability. This DORA Addendum will only apply to Customer for so long as and to the extent that (a) it remains a Financial Entity, and (b) the Applicable ICT Services remain ICT Services. Customer agrees to notify Progress as soon as its status as a Financial Entity changes or the Applicable ICT Services ceases to be ICT Services.

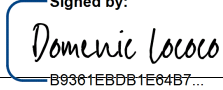
2.2.5 Choice of Law. This DORA Addendum is governed by the same governing law and jurisdiction as the Applicable ICT Service Agreement.

This DORA Addendum will only be legally binding between Customer and Progress when fully executed by the parties. If this document has been electronically signed by either party such signature will have the same legal effect as a hand-written signature.

IN WITNESS WHEREOF, the parties have executed this DORA Addendum as of the Effective Date.

PROGRESS SOFTWARE CORPORATION

CUSTOMER

Signed by:

 Sign: _____
 B9381EBDB1E64B7...
 Name: Domenic Lococo _____
 Title: Chief Accounting Officer _____
 Date: March 5, 2025 _____

Sign: _____
 Name: _____
 Title: _____
 Date: _____

APPENDIX

Information to be provided by Customer:

| | |
|---|--|
| Customer Legal Entity Name | |
| Customer Address | |
| List any Affiliates as defined in Part 2 (Note that Customer is also entering into this Addendum on behalf of these Affiliates). | |
| Applicable ICT Services (and related Progress Products) | |
| Applicable ICT Service Agreement(s) | |