SHAREFILE AND PODIO END USER AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND PROGRESS SOFTWARE CORPORATION AND ITS AFFILIATES (OR IF A DIFFERENT PROGRESS SOFTWARE CORPORATION ENTITY IS REFERENCED IN THE ORDER, THEN SUCH OTHER PROGRESS SOFTWARE CORPORATION ENTITY) (COLLECTIVELY, "COMPANY") THAT GOVERNS CUSTOMER'S ACCESS AND USE OF COMPANY PRODUCTS. BY ACCESSING AND/OR USING THE PRODUCTS, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT APPLY TO THIRD-PARTY PRODUCTS SOLD SEPARATELY, WHICH SHALL BE SUBJECT TO THE TERMS OF THE THIRD-PARTY PROVIDER.

1. **Definitions**

1.1. "Account" means Customer's Hosted Services account.

1.2. "Account Owner" means an Employee User designated by Customer to be the master administrator of the Account on behalf of Customer in accordance with the Documentation.

1.3. "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.

1.4. "Agreement" means the End User Agreement and any other documents incorporated by reference, including an Order.

1.5. "Allocated Data Storage Amount" means an amount of pooled data storage for the Account based on the total number of Units and any additional storage packs purchased in an Order, as defined in the Documentation.

1.6. "AI" or "Artificial Intelligence" means a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments.

1.7. "AI Input" means an Authorized User's prompts or submissions of Customer Content to an AI Product.

1.8. "AI Output" means output or data that is derived from an Authorized User's prompts or submissions to an AI Product and may contain Customer Content.

1.9. **"**AI Product**"** means any Product feature or functionality provided to Customer that uses generative or other artificial intelligence models, such as large language models, foundational models, or machine learning models.

1.10. "AUP" means Company's Hosted Services Acceptable Use Policy available at https://www.progress.com/legal/aup, which is incorporated herein by reference.

1.11. "Authorized Reseller" means Company's authorized resellers and distributors.

1.12. "Authorized User" means an individual who is either an Employee User or a Client User. Authorized User specifically excludes a third party that deploys, operates, and manages the Software in an environment owned or controlled by such third party on Customer's behalf.

1.13. "Client User" means an individual who is not an employee of the Customer, is not designated as an Employee User, and is given access to the Product by an Authorized User without assignment of a Unit.

1.14. "Company Marks" means Company trademarks as updated from time to time.

1.15. "Confidential Information" means any and all data, information or materials, in any form and however conveyed, disclosed by either party, including without limitation that which relates to the discloser's, or discloser's Affiliates', patents, patent applications, research, technology in use, technological developments, inventions, processes, designs, engineering, formulae, algorithms, computer software (including source and object code), hardware configurations, reports, products (including any Pre-Release Products), Product Technology Previews, product plans, business plans, services, prices and other commercial terms, customers, marketing strategies and plans, and finances, which data, information and/or materials the discloser designates in writing to the recipient to be confidential or proprietary or which would, due to the nature thereof

or the circumstances that surround its disclosure, appear to a reasonable person to be confidential or proprietary, together with all analyses, compilations, studies, or other documents or records containing, reflecting or generated from such data, information or materials.

1.16. "Customer" means the legal entity identified herein or in the Order as Customer.

1.17. "Customer Content" means (i) any data uploaded to a Hosted Service for storage or data in Customer's computing environment to which Company is provided access in order to perform Hosted Services or (ii) disclosed by Customer to Company for the purpose of receiving Support Services.

1.18. "Documentation" means material provided with a Product, as updated by Company from time to time, describing how to make use of that Product, including material available at https://docs.sharefile.com/en-us/sharefile/ and https://trust.sharefile.com/.

1.19. "DPA" means Company's Data Processing Addendum available on the ShareFile Trust Center, as updated from time to time, which is incorporated herein by reference. No other data processing restrictions apply.

1.20. "Employee User" means an individual who is (a) an employee of the Customer, or (b) a contractor, consultant, agent, or employee of an Affiliate of the Customer or (c) other third party whom the Customer designates as an Employee User for purposes of this Agreement and the Product, in each case assigned to a dedicated Unit for such individual's exclusive use.

1.21. "Error" means a material failure of the Software or Hosted Services to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Company.

1.22. "EU AI Act" means REGULATION (EU) 2024/1689 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828

1.23. "Feedback" means any information, comments, suggestions, possible improvements or other feedback provided by Customer with respect to Products or Company's business practices.

1.24. "Fees" means all fees and/or payments stated in an Order applicable to the Products.

1.25. "Force Majeure" means unforeseen circumstances or causes beyond a party's reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, pandemics, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather.

1.26. "High-Risk Activity" means an activity where the use or failure of the Product could lead to death, personal injury, or environmental damage, or any other high-risk or prohibited activity as those terms are described in the EU AI Act.

1.27. "Hosted Services" means software-as-a-service offerings made available via a remote network, inclusive of any applicable on-premises components.

1.28. "Infringement Claim" means any claim, suit or proceeding brought against Customer based on an allegation that the Product(s), excluding any Open-Source Software not embedded in a Product, as delivered by Company, infringes any patent or copyright or violates any trade secret rights of any third party.

1.29. "Logs" means records of Hosted Services, including, but not limited to, data and information on performance, stability, usage, security, support, and technical information about devices, systems, related software, services or peripherals associated with Customer's use of Hosted Services.

1.30. "Materials" means any tangible or intangible information, design, specification, instruction, project ware or data (and any modifications, adaptations, derivative works or enhancements) provided by Company that incorporates, reinforces or is used to apply Company's configuration or implementation methodologies, processes and know-how to Customer's use of the Software, excluding Customer Content.

1.31. "Number of Units" means, for each Order, the license entitlement under the applicable Product specific terms for each

Product, and for multiple Orders, collectively, the cumulative entitlement to each.

1.32. "Open-Source Software" means third party software distributed by Company under an open-source licensing model (e.g., MIT License, Apache License, BSD license, the GNU General Public License, or a license either approved by, or similar to those approved by the Open-Source Initiative).

1.33. "Order" means a document or combination of documents memorializing Customer's purchase of Products (including an order form, quote, Purchase Order, statement of work, on-line order, or other form of an ordering document) submitted by Customer to (i) Company, (ii) an Authorized Reseller, (iii) Company's designated third party, and/or (iv) through Company Product websites.

1.34. "Pre-Release Products" means Products not yet generally available for sale that are provided for Customer evaluation or described as "Alpha," "Beta," "Tech Preview," or "Labs" by Company.

1.35. "Product Technology Previews" means non-public Product-related features, roadmaps, ideas, strategy, pricing, marketing, and/or documentation previewed to Customer.

1.36. "Product" means Software and Hosted Services available pursuant to the license model and Use Level described at https://www.sharefile.com/ or https://www.podio.com/.

1.37. "Protected Materials" means any and all Company intellectual property rights in Software, Hosted Services, Materials, Documentation, and all derivatives thereof.

1.38. "Purchase Order" means a document issued by Customer to Company confirming Customer's contractual commitment to purchase the Products that corresponds with and specifically references Company's order document or quote number.

1.39. "Services Security Exhibit" means ShareFile Services Security Exhibit located on the ShareFile Trust Center, as updated from time to time and incorporated herein by reference. No other security restrictions apply.

1.40. "ShareFile Trust Center" means the customer portal located at https://trust.sharefile.com/.

1.41. "Software" means a Company proprietary or licensed and embedded third-party program and/or Open-Source Software program in object code form that is licensed hereunder including Documentation and any subsequent Updates provided under Support Services.

1.42. "Subscription" means the non-cancellable license to use the Software or Hosted Service stated in an Order.

1.43. "Support Services" means Company's provision of technical support services and Updates associated with the Product purchased in an Order.

1.44. "Taxes" means, including but not limited to, withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties imposed by any government entity or collecting agency based on the Products.

1.45. "Term" means the duration for which the Customer is entitled to use the Products as stated in an Order, including renewal terms if any.

1.46. "Third Party Products" means certain third-party products, services or content that may be permitted for use or accessed in conjunction with the Products.

1.47. "Trial" means a Product offered for a trial, demonstration, or evaluation use.

1.48. "Unit" means one Employee User license from a Subscription purchased in an Order.

1.49. "Updates" means any corrections, bug fixes, features or functions added to the Software or Hosted Services if and when made generally available by Company.

1.50. "Use Level" means the purchased Product entitlement(s) under the license model(s) by which Company measures, prices and offers the Products to Customer as set forth at https://www.sharefile.com/ or https://www.podio.com/.

2. Product Terms

2.1. **Authorized User Limitations**. A Unit for an Employee User cannot be assigned to or used by multiple individuals. A Client User cannot be associated with Customer's domain(s). Client Users may be subject to additional usage limitations as established by Company from time to time.

2.2. **Software License**. Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license to run, access, and use the Number of Units of Software during the Term solely for internal business purposes in accordance with the Agreement, Order, and Documentation.

2.3. **Hosted Services License**. Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license to access and use the Number of Units of Hosted Services during the Term solely for internal business purposes in accordance with the Agreement, Order, Documentation, and the Company AUP.

2.3.1. **Customer Content**. Both Customer and Company shall apply reasonable technical, organizational and administrative security measures, as appropriate relative to the Hosted Services, to keep Customer Content protected in accordance with Section 7 of the Agreement. Customer consents to the disclosure of Customer Content (including Confidential Information) to a third party to the extent necessary to provide the Hosted Services where reasonable technical, organizational and administrative security measures are taken by Company and the third party to maintain confidentiality in accordance with Section 6 of the Agreement. Hosted Service interaction with Customer Content varies depending on the nature of the Hosted Service. If Company reasonably believes a problem with the Hosted Services may be attributable to Customer Content or use of the Hosted Services, Customer shall cooperate with Company to identify the source of and to resolve the problem. Customer shall comply with all intellectual property laws and obligations related to the Customer Content, as well as all legal duties applicable to Customer by virtue of using the Hosted Services, including providing all required information and notices and obtaining all required consents. This Agreement states Company's exclusive obligations with respect to care of Customer Content. Company has no obligation to maintain Customer Content following termination of the Agreement except that, to the extent available, Customer shall have thirty (30) days to download Customer Content after termination and must contact Company technical support for download access and instructions.

2.3.2. **Customer Account**. Customer is solely responsible for (i) the configuration of Customer's Account; (ii) the operation, performance and security of Customer's equipment, networks and other computing resources used to connect to the Hosted Services; (iii) ensuring all Authorized Users exit or log off from the Hosted Services at the end of each session in accordance with Customer's session policy; (iv) maintaining the confidentiality of Customer's Account, Authorized User id's, conference codes, passwords, and/or personal identification numbers used in conjunction with the Hosted Services, including not sharing login information among Authorized Users; and (v) all uses of the Hosted Services that occur using Customer's password or Account. Customer will notify Company immediately of any unauthorized use of its Account or any other breach of security. Ownership of Customer's Account is directly linked to the individual or entity that completes the registration process for the Account. Customer acknowledges that Company will rely on the information provided for issues arising with the Customer Account.

2.3.3. **Account Access/Instructions**. The Account Owner, and any other Authorized User, will have access to information in the Customer Account. Company will not provide access to any other user at any time. Designation of the Account Owner is made by Customer in accordance with the Documentation. Any request to have Company change the Account Owner shall be in writing. Company may rely on Customer's instructions given by the Account Owner or other Authorized User. Customer's instructions shall not violate, nor cause Company to violate, applicable law. Customer shall not request access to or information about an account that is not owned by the Customer. In the event of a dispute regarding Customer Account data, Company will only release information to another party other than the Account Owner pursuant to a court order or other notarized waiver and release as determined by Company.

2.3.4. **Infringing Customer Content.** Company reserves the right to delete or disable any allegedly infringing Customer Content, to have Customer terminate the accounts of Authorized Users who are repeat infringers, and to forward the information in the copyright-infringement notice to the Authorized User who allegedly

provided the infringing content.

2.3.5. **Consent to Use Logs**. Company and its service providers may collect and use Logs for purposes of facilitating Hosted Services, including securing, managing, measuring and improving the Hosted Services. Logs may be used for purposes not specified in this Section only in an aggregated, anonymized form.

2.3.6. **Suspension of Service**. Company reserves the right to suspend Customer's access to Hosted Services if it determines, in its sole discretion, that (i) Fees for the Hosted Service have not been paid when due; (ii) Customer's or its Authorized Users' use of the Hosted Service is in breach of this Agreement and not cured as required by Section 8.2 (Termination for Cause) of the Agreement; (iii) Customer failed to timely address Company's request to take action pursuant to Section 2.3.1 - 2.3.3 above; (iv) Customer's use of Hosted Services poses a security or other risk to the Hosted Services or to other users of the Hosted Services; (v) Customer's use of the Hosted Services exceeds any Product limitations on use; or (vi) suspension is required pursuant to a subpoena, court order or other legal process. Company shall notify Customer in writing of any such suspension. Customer is responsible for all Fees incurred before or during any suspension. Company reserves the right, in its discretion, to impose reasonable Fees to restore archived data upon Customer request from delinquent Hosted Service Accounts.

2.3.7. **Voice and Data Charges; Customer Connectivity**. Customer is responsible for all fees and charges imposed by Customer's telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of the Hosted Services. If Customer's broadband connection and/or telephone service fails, or Customer experiences a power or other failure or interruption, the Hosted Services may also cease to function for reasons outside of Company's control.

2.4. **Additional Limitations on Use**. Unless imposing such limitation is prohibited by applicable law, Customer shall not (i) use any unlicensed versions of the Products; (ii) use any Products that are not listed in an Order; (iii) allow anyone other than Authorized Users to run, access, or use the Products; (iv) sublicense, distribute or pledge the Software or any of the rights granted in the Agreement; (v) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to Products or use or engage AI to perform any of the foregoing; (vi) use or access any embedded or bundled component of Products on a stand-alone basis where such embedded or bundled component is provided to Customer for the sole purpose of enabling the functionality of such Product; (vii) use third party software in conjunction with a Product except where provided in Documentation and subject to the same use rights that it has to the Products; (viii) use any third party software in conjunction with any Products, unless Customer ensures that such use does not cause the Product to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Product or the licensing of any Product or Materials or the purpose of making derivative works; (ix) market, offer to sell, and/or resell Products; (x) use Products for competitive benchmarking or analysis; (xi) exceed the Allocated Data Storage Amount; (xii) attempt to bypass, exploit, defeat, or disable Product restrictions; and (xiii) in the case of a Podio user, exceed the established limitations on use posted at https://docs.sharefile.com/en-us/podio/using-podio/tips-and-tricks/limitations-on-use.

2.4.1. **License Compliance.** During the Term of any Order, Company reserves the right to review Customer Accounts for compliance with this Agreement ("Compliance Review"). Company will provide notice of noncompliance to Customer if the Compliance Review reveals that Customer requires additional Units, is exceeding the Allocated Data Storage Amount, or as otherwise indicated in the notice provided to Customer ("Compliance Notice"). In the Compliance Notice, Company will provide options to correct such noncompliance, and Customer will have thirty (30) days to meet such obligations ("Cure Period"). If Customer is not in compliance after the Cure Period, Company, at Company's sole discretion, may invoice Customer for any needed additional Units, additional storage, or as otherwise required in accordance with the pro-rata (as of the date of the Compliance Notice) unit pricing in the Order (or current pricing if no associated pricing is listed in the Order) to bring Customer's Accounts into compliance. If additional enforcement costs are incurred, Customer will also pay Company's reasonable costs of such enforcement**.**

2.5. **AI Product.** This section applies only if Customer uses AI Products. Customer may disable AI Products within their Account settings in accordance with the Documentation.

2.5.1. **AI Outputs**. Customer Content is not used to train AI models that are used by AI Products. Due to the nature of AI, AI Output may not be unique, accurate, complete or desirable. AI Outputs are for general informational

purposes only, and are not intended to be, nor should be relied upon as legal, medical, financial, tax, or other professional advice. It is Customer's responsibility to ensure, by human review and otherwise, that AI Output is accurate and appropriate for its use case. Customer shall provide any notices, obtain any consents, or otherwise establish the legal basis necessary for Company to access and process Customer Content using AI Products.

2.5.2. **AI Changes**. AI Products can be modified, limited, suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Changes may include, without limitation, removing or limiting access, requiring fees, or setting and enforcing limits on Customer's use of AI Products.

2.5.3. **AI Processing**. Customer grants Company the right to process AI Input and/or AI Output in accordance with Customer's instructions as set forth in the Agreement and the DPA as necessary to (i) make available AI Products to Customer, (ii) investigate security incidents, (iii) prevent spam, (iv) address violations of the Product Terms (Section 2), and (v) as necessary to comply with applicable law. When processing any Personal Data (on Customer's behalf) contained in AI Input and/or AI Output, Company will do so in its capacity as a Processor (as defined in the DPA).

2.6. **Third-Party Products**:

2.6.1. **General Restrictions Related to Third-Party Products**. A Product may permit Customer or its Authorized Users to access or use certain Third-Party Products with the Product, whether via use of Product APIs or any other method that enables the operation of Third-Party Products with the Product. By enabling, adding, or otherwise using Third Party Products, Customer authorizes and instructs Company to provide access and transfer Customer Content to Third Party Products in connection with the operation of such Third-Party Products with the Product. Customer's use of Third-Party Products is subject to the terms of a separate agreement between Customer and the third-party provider of such Third-Party Products. Customer is solely responsible for determining the necessity of, and for entering into any such agreements (e.g. Business Associate Agreement) with such third parties, as well as ensuring all transfers of Customer Content to such third parties and their access and use of Customer Content is compliant with applicable law. Customer is solely responsible (and Company disclaims all liability and responsibility) for Customer's instructions, and the access and processing of Customer Content by, and acts and omissions of, third party providers or Third-Party Products. Company may discontinue access to Third-Party Products at any time without notice or obligation. Customer represents and warrants that Customer's use of Third-Party Products will not, nor cause Company to, violate any applicable law, or applicable agreements or obligations imposed on Company by the third-party provider of the Third-Party Products.

2.6.2. **Additional Restrictions for Payment-Related Third-Party Products**. Customer will not use the Products in any manner that would violate, or cause Company to violate, or obligate Company to comply with, any consumer protection or lending laws such as the Fair Credit Reporting Act or the Equal Credit Opportunity Act.

2.7. **Support Services**. Customers purchasing Subscriptions are entitled to technical support as available from time to time at https://support.sharefile.com/s/article/ShareFile-Support-Offerings-and-Coverage.

2.8. **Updates**. Company reserves the right to make Updates to its services that may modify, add, or discontinue a Software or Hosted Service or any portion thereof, at any time. Updates shall not substantially diminish or eliminate the core functionality of the Software or Hosted Service subject to the exclusive remedy set forth in Section 8.2 (Termination for Cause) of the Agreement.

3. Orders and Delivery

3.1. **Orders**. Customer shall order Products by issuing an Order to Company. The ordering process may specify Orders be submitted to Authorized Resellers, Company's designated third party, or directly to Company. All Orders, including renewals, are subject to acceptance by Company at its discretion. If an Order is set up for autorenewal, Customer's failure to provide written notice of its intention to terminate and thereby prevent renewal prior to the end of the initial or any renewal term constitutes an Order for renewal in accordance with Section 8.1.

3.2. **Delivery**. Company shall deliver the Software and/or Hosted Services electronically upon Company's acceptance of an Order. Customer's acceptance of a Product is deemed to occur on Company's initial delivery of the Product to Customer.

4. **Financial Terms**

4.1. **Payment Terms**. Customer is responsible for all Fees and Taxes on Orders. In the event a purchase is direct with Company, Customer shall pay Company or Company's designated third party net thirty (30) days from the date of the invoice. All purchases are final, with no right to a refund or set-off, except as expressly provided in this Agreement. Company may charge Customer an additional 1.5% per month (or such lower amount as required by applicable law) for all Fees that are not paid on time. Company reserves the right to suspend or terminate delivery of any Product, or any portion thereof, for non-payment of Fees.

4.2. **Multi Year Subscriptions.** If Customer purchases a multi-year Subscription for any Product, or a multi- year renewal for any Product, the purchase is for the full value stated in the Order and is non-cancellable during the Term stated in the Order, even if required payments are annual. In the event Customer fails to pay any annual payment, and such default shall continue for a period of thirty (30) days, then all remaining amounts for the relevant subscription shall become immediately due and payable.

4.3. **Renewals.** Pricing associated with an Order applies for the Term of the Order and may be changed for an Order placed at renewal for a subsequent Term in accordance with Section 8.1. The quantity of Units can only be reduced to a new quantity at renewal ("Renewal Quantity") after the Customer has actively removed Employee Users and data from the Account such that: (i) the total number of remaining Employee Users is equal to or less than the Renewal Quantity, and (ii) a new Allocated Data Storage Amount corresponding to the Renewal Quantity is not exceeded.

4.4. **Taxes.** Fees stated in an Order are exclusive of all applicable transactional Taxes on Products and Hosted Services. Customer shall (i) pay Company such applicable Taxes (excluding Company's income taxes) listed on the relevant invoice or (ii) withhold all applicable taxes according to the local rules, both of which may be in addition to Fees due.

5. **Intellectual Property**

5.1. **Company Proprietary Rights**. Subject to Section 5.3, Company and its Affiliates own, or have license rights to, all Protected Materials and Company Marks, which are protected by applicable patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as expressly stated in the Agreement, Customer receives no other rights to use any of Company's Protected Materials or Company Marks. Except for the limited license use rights expressly granted in the Agreement, Customer has no right, title or interest in or to the Protected Materials, Products, or Company Marks or any intellectual property rights related thereto. In no event may Customer alter or delete any proprietary notices on Protected Materials.

5.2. **Customer Proprietary Rights**. Customer Content and Personal Data is and remains the property of Customer; except for a limited, non-exclusive, worldwide license to Company to provide any services or otherwise fulfill its obligations under this Agreement.

5.3. **Open-Source Software**. Certain Products include Open-Source Software that is governed by the open-source license(s) listed in Documentation.

6. **Confidentiality**

6.1. **Non-Disclosure**. Neither party shall disclose Confidential Information to any third party (other than an Affiliate or to an Authorized Reseller) without the disclosing party's prior consent. Confidential Information may only be disclosed to recipients that need to know such information for furtherance of the limited purpose for which the Confidential Information was disclosed, and on the condition that the recipient is subject to a written agreement to protect information with terms as protective as this Agreement. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.

6.2. **Exclusions**. The duty to protect Confidential Information does not apply to information that is shown to be: (i) available to the public other than by a breach of a confidentiality obligation; (ii) rightfully received from a third party not in breach of a confidentiality obligation; (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); (v) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6.3. **Remedies**. Both Parties agree money damages may not be a sufficient remedy for a breach of confidentiality. If either party breaches the confidentiality obligations, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief is in addition to all other rights and remedies available at law or in equity.

7. Security and Privacy

7.1. **Software Security**. Company develops and delivers Products and provides Hosted Services in accordance with the Services Security Exhibit.

7.2. **Data Security.** For Hosted Services that requires Company to process Personal Data, Company shall (i) implement and maintain the administrative, physical and technical security controls as set forth in the Services Security Exhibit, and (ii) process Personal Data on Customer's behalf as set forth in the DPA. Customer shall provide any notices, obtain any consents, or otherwise establish the legal basis necessary for Company to access and process Personal Data as specified in this Agreement.

8. Term and Termination

8.1. **Term**. This Agreement remains in effect until terminated. The Term for any Product starts on the Term start date stated in an Order and continues as indicated in the Order. If the Order is set up for autorenewal, the Term will automatically renew at the end of the Term continuously for the same length as the prior Term and the renewal will be for the same Product and at least the same quantity of Units included in the Order being renewed, but subject to any Fee increases in accordance with Section 4.

8.2. **Termination for Cause**. Either party may terminate this Agreement and/or any applicable Order if the other party breaches any of its material obligations in the Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. Either party may immediately terminate the Agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. Company may immediately terminate the Agreement if the Customer materially breaches Sections 2, 5 or 13.

8.3. **Effect of Termination**. Upon termination of an Order, (i) Customer will immediately discontinue all access and use of the Products, and (ii) subject to Company's written request, Customer shall provide Company with a certification signed by a Customer representative with authority to bind Customer that Customer has de-installed and destroyed all Units of the Products deployed prior to termination. Neither party shall be liable for any damages resulting from termination of the Agreement or an Order, including without limitation unavailability of Customer Content arising therefrom; provided, however, termination shall not affect any claim arising prior to the effective termination date. Company shall have the right to invoice Customer and Customer shall pay for any use of the Hosted Service past the date of termination other than Customer's access to download Customer Content. Termination of this Agreement or any Order does not (i) relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement or (ii) limit either party from pursuing other remedies available to it, including injunctive relief.

8.4. **Survival**. The provisions of Sections 1 (Definitions), 2.4 (Additional Limitations on Use), 5 (Intellectual Property), 8.3 (Effect of Termination), 9 (Warranties and Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 13 (Export Restriction and Compliance with Laws), 16 (Miscellaneous) survive any termination of the Agreement. The provisions of Section 6 (Confidentiality) survive any termination of the Agreement for three (3) years, except for (i) trade secrets which shall remain confidential for so long as they remain trade secrets; and (ii) disclosures related to Pre-Release Products, which shall remain confidential unless and until an exclusion set forth in Section 6.2 (Exclusions) applies.

9. Warranties and Disclaimer

To the extent permitted by law, the following warranties apply:

9.1. **Software Warranty.** Company warrants that for a period of ninety (90) days from initial delivery of Software, the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications in the Documentation.

9.2. **Hosted Services Warranty**. Company warrants that during the Term of a Hosted Service, the Hosted Service, when used in accordance with the Documentation, will operate in all material respects in accordance with the Documentation.

9.3. **Other Services Warranties**. Company warrants that Support Services will be delivered in a professional manner but does not warrant that every question or problem raised will be resolved or resolved in a certain amount of time.

9.4. **Customer Content Warranties**. Customer warrants that (i) it has the right to transmit Customer Content as part of the Hosted Services or any other service that Company may provide in connection with delivering Products to Customer and (ii) its use of Hosted Services will not cause the transmission of spam, unsolicited messages, or infringing, offensive, threatening, or otherwise unlawful content that violates applicable law or the rights of third parties.

9.5. **Warranty Remedy**. If the Software or Hosted Services does not perform as warranted during the applicable warranty period, Company shall use commercially reasonable efforts to correct Errors. Customer shall promptly notify Company in writing of its claim within the applicable warranty period. Provided that such claim is determined by Company to be Company's responsibility, as Customer's exclusive remedy for any Software or Hosted Service warranty claim, Company shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company may terminate the license for the affected Product and issue Customer a prorated refund of the Fees paid for the affected Product. The preceding warranty cure constitutes Company's entire liability and Customer's exclusive remedy for Company's breach of the warranties stated in this Section 9. Customer's exclusive remedy for Company's breach of Support Services warranty is re-performance of the services.

9.6. **WARRANTY DISCLAIMER**. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, COMPANY AND ITS SUPPLIERS MAKE AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND COMPANY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS ARE NOT INTENDED FOR ANY HIGH RISK ACTIVITY. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ITS SELECTION TO ACHIEVE ITS INTENDED RESULTS, AND FOR ITS USE, AND RESULTS OBTAINED THEREFROM.

9.7. **Warranty Exceptions**. Company shall not be responsible for any claimed breach of warranty arising out of (i) modifications to Products made by Customer or any party other than Company, (ii) Customer's failure to use any Updates or other corrected versions of Products made available by Company, (iii) Errors caused by customizations, or (iv) any use of Products by Customer that is outside the operating procedures stated in the Documentation.

10. Indemnification

10.1. **By Company**. Company shall defend Customer against any third-party Infringement Claim. Further, Company will indemnify Customer from and against damages, costs, and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment or settlement. Company's obligation to defend, settle, or indemnify Customer are subject to: (i) Customer promptly notifying Company in writing of an Infringement Claim such that Company is not prejudiced by any delay of such notification; (ii) Company having sole control over the defense and any settlement of any Infringement Claim; and (iii) Customer providing reasonable assistance in the defense of same.

10.1.1 **Remedies**. If Customer's use of any of the Products is, or in Company's opinion is likely to be, enjoined as a result of an Infringement Claim, Company shall, at its sole option and expense, either (**i**) procure for Customer the right to continue to use the Products as contemplated in an Order, or (**ii**) replace or modify the Products to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) are not reasonably available, Company may, in its sole discretion and upon written notice to Customer, terminate the Agreement and refund to Customer any prepaid, but unused, Fees on the Products.

10.1.2 **Exclusions**. Company assumes no liability, and shall have no liability, for (i) any damages based on Customer's access to and/or use of the Products that occurs after Company provides Customer with notice to cease using a Product due to an Infringement Claim; (ii) an Infringement Claim based on any modification of the Products by Customer or at its direction; (iii) an Infringement Claim based on Customer's combination of the Products with third party programs, services, data, hardware, or other materials; (iv) any trademark or copyright infringement involving any marking or branding not applied by Company or involving any marking or branding applied at Customer's request;

or (v) Customer's instructions that violate or cause Company to violate, applicable law. THE FOREGOING STATES COMPANY'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

10.2. **By Customer.** To the extent not prohibited by law, Customer shall defend Company against, and indemnify Company from and against damages, costs, and fees reasonably incurred (including reasonable attorneys' fees) that are assessed against Company in a final judgment or settlement and that are attributable to any claim or action arising from (a) Customer's use of the Hosted Services in violation of this Agreement that causes the transmission of spam, unsolicited messages, or infringing, offensive, threatening, or otherwise unlawful content, or that causes the violation of applicable laws or regulations, including data protection and privacy laws and regulations, or the rights of third parties; or (b) Customer's violation of restrictions related to third-party products as set forth in Section 2.6. Customer's obligation to defend, settle, or indemnify Company are subject to: (i) Company promptly notifying Customer in writing of such claim or action such that Customer is not prejudiced by any delay of such notification; (ii) Customer having sole control over the defense and any settlement of any claim or action; and (iii) Company providing reasonable assistance in the defense of same.

11. Limitation of Liability

EXCEPT FOR (a) A BREACH BY CUSTOMER OF SECTION 2.4, (b) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, AND (c) DAMAGES FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY (THE "EXCLUDED MATTERS"), TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; and (v) UNAVAILABILITY OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED MATTERS, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF, SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAYABLE FOR THE APPLICABLE PRODUCT(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, OR IN THE CASE OF SUPPORT SERVICES, THE AMOUNTS PAID FOR THE SUPPORT SERVICES. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER ANY ORDER.

12. U.S. Government End-Users

If Customer is a U.S. Government agency, Customer hereby acknowledges and agrees that the Products constitute "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is Progress Software Corporation, 15 Wayside Rd, Suite 400, Burlington, MA 01803.

13. Export Restriction and Compliance with Laws

Customer acknowledges that the Products are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Customer specifically shall not, directly or indirectly, export, re- export, transfer, import, sell, lease, supply, or allow access to or use of the Products in or for embargoed or sanctioned countries/regions, by sanctioned or restricted persons, or for prohibited end-uses under U.S. law without authorization from the U.S. government.

14. Trial Usage, Free Plan/Freemium Use, Pre-Release Products, Product Technology Previews, and Feedback

14.1. **Trial Usage**. If a Product offering is provided for Trial under an Order, Customer may use the Product for the Term stated in an Order for internal demonstration, test, or evaluation purposes only. If Customer's access to a Trial expires, Customer's

use of the Product will be subject to Free Plan limits, and any features, configurations, or data exceeding such limits may be restricted, rendered read-only, or deleted in accordance with Company's data retention practices. Company PROVIDES TRIALS "AS IS" AND WITHOUT WARRANTY, MAINTENANCE OR INDEMNITIES. ANY CUSTOMER DATA PROVIDED BY CUSTOMER TO COMPANY IN CONNECTION WITH A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME PRODUCT AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions in this Agreement. Trial versions may be suspended, terminated or modified at any time by Company in its sole discretion with or without notice to Customer.

14.2. **Free Plan / Freemium Use**. A Product, or certain features of a Product, may be offered at no charge under a free or freemium subscription plan ("Free Plan"). The Free Plan is provided at Company's discretion and includes only those features, functionality, usage limits, and support entitlements described in the applicable Documentation or plan descriptions, which Company may modify or discontinue at any time. The Free Plan is provided "AS IS" and "AS AVAILABLE," without any service level commitment, support obligation, indemnity, or warranty of any kind, and Company shall have no liability arising out of or relating to Customer's use of the Free Plan, to the maximum extent permitted by law. If Customer upgrades from the Free Plan to a paid subscription, paid subscription fees and terms will apply as of the effective date of upgrade. If Customer's access to a paid subscription expires, Customer's use of the Product will be suspended, and any configurations or data may be deleted in accordance with Company's data retention practices.

14.3. **Pre-Release Products, Product Technology Previews, and Feedback.** Pre-Release Products are provided "AS IS" without Support Services or any warranties or indemnities, and may contain bugs, errors, and other defects. Product Technology Previews are provided for informational purposes only; should not be relied on in making a purchasing decision; and are not a commitment, promise or legal obligation to deliver any material, code, or functionality. Company makes no representations, promises, or guarantees that offerings associated with Pre-release Products and/or Product Technology Previews will be publicly announced or made generally available. Such offerings can be modified, limited, suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Customer grants an irrevocable, worldwide, royalty-free, transferable, sublicensable, and perpetual license to use, modify, publish, and distribute any Feedback as well as to make, have made, distribute, sell, offer to sell, display, perform and otherwise exploit such Feedback for any purpose without restriction.

15. Optional Related Agreements and Addenda (As Applicable)

15.1. Business Associate Agreement

Customer shall not upload, transmit through or post protected health information or "PHI" (as defined in 45 CFR § 160.103) into any Products unless and until a business associate agreement ("BAA") is in effect with Company, and then only into Products eligible for HIPAA support in accordance with the Documentation.

15.2. SEC Addendum for Financial Record Storage Services

The SEC Addendum for Financial Record Storage Services, available on the ShareFile Trust Center, as updated from time to time, is effective when and if Customer activates SEC support in its Account in accordance with the Documentation, or otherwise completes the applicable electronic acceptance process.

15.3. SEC Regulation S-P Service Provider Addendum

The SEC Regulation S-P Service Provider Addendum, available on the ShareFile Trust Center, as updated from time to time, becomes effective as of the date and only if a duly signed version is received at Progress via privacy@progress.com and only to the extent Progress is a Service Provider and Customer is a Covered Institution, both as defined in SEC Regulation S-P, as it pertains to information protected by SEC Regulation S-P.

15.4. Digital Operational Resilience Act ("DORA")

DORA is an EU regulation that focuses on digital operational resilience for the financial sector and information communication technology companies. An addendum addressing DORA regulations ("DORA Addendum"), if required, may be requested from Company. Company reserves the right to evaluate such request to determine if a DORA Addendum is required and whether Company's provision of the Product is considered a non-critical or critical service under DORA.

15.5. **Regulations on Electronic Identification and Trust Services, including e-Signatures ("eIDAS")**

The eIDAS Frameworks e-Signature Addendum, available on the ShareFile Trust Center, as updated from time to time, is effective when and if Customer and/or Authorized User uses applicable EU or UK-regulated electronic signature functionality that may be available on an Account.

16. **Miscellaneous Provisions**

16.1. **Assignment**. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without Company's prior written consent. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.

16.2. **Notices.** All notices required under this Agreement must be in writing and delivered, if to Customer to the address last designated on the account for Customer, and if to Company, to 15 Wayside Rd, Suite 400, Burlington, MA 01803, Attention: General Counsel. Notice is deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt; or (iii) five (5) days after deposit in the mail. Company may provide Customer with non-legal notices via in-product messaging or dashboards, which shall be deemed effective immediately. .

16.3. **Entire Agreement; Order of Precedence**. The Agreement sets forth the entire agreement and understanding of the parties relating to its subject matter and supersedes all prior and contemporaneous oral and written agreements. Any conflict between these terms and any supplementary terms is subject to the following order of precedence: (1) an Order and (2) this Agreement. No terms or conditions contained in any Customer Purchase Order or other document submitted by Customer shall in any way add to or otherwise modify the Agreement. The Support Services, Documentation, Services Security Exhibit, SEC Addendum, BAA (available on the ShareFile Trust Center), DPA or any other document available on the Trust Center (the "Incorporated Documents") may be updated by Company from time to time without notice (but will be identified by the last updated date). Customer's continued access to and use of the Products constitutes acceptance of the then-current terms of the Incorporated Documents.

16.4. **Headings.** Captions and headings used in the Agreement are for convenience only, are not a part of this Agreement, and are not to be used in interpreting or construing this Agreement.

16.5. **Validity**. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

16.6. **Relationship of the Parties**. The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Company may subcontract responsibilities under this Agreement but remains responsible for its breach of this Agreement by the acts or omissions of Company or its subcontractors. Company's Affiliates may fulfill obligations under an Order and such activity is not considered to be a subcontracted responsibility.

16.7. **Authorized Resellers**. Company Authorized Resellers do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Company.

16.8. **Waiver**. No waiver or amendment of any term or condition of this End User Agreement or affiliated Order shall be valid or binding on any party unless agreed to in writing by such party. Company failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative.

16.9. **Force Majeure**. Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to Force Majeure. The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

16.10. **Governing Law and Venue**. The Agreement is governed by the laws of the Commonwealth of Massachusetts and Customer agrees that it must institute any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Middlesex County, Massachusetts. Customer hereby waives any objection that it may have to Company instituting any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Middlesex County,

Massachusetts, and Customer hereby irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

To the extent Customer is prohibited by law from agreeing to the governing law of Massachusetts, the following applies: This Agreement shall be governed by the laws of the jurisdiction of the state in which Customer is located (excluding the conflicts of law rules) and the federal laws of the United States, and the state and federal courts of the Customer's location will have exclusive jurisdiction for the resolution of any disputes.

16.11. **Third Party Beneficiary**. Except as expressly stated, the Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party.

< End of Document >