

PROGRESS SOFTWARE CORPORATION DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) is entered into to ensure adequate safeguards with respect to the privacy and security of Personal Data passed from Customer to Progress for Processing on the Customer’s behalf, as authorized by Customer in accordance with the requirements of the Data Protection Laws and Regulations.

This DPA is an addendum to each end user license agreement, master agreement, professional services agreement or other agreement between Customer and Progress pertaining to the licensing of products and/or the delivery of Services by Progress (each an “Agreement” and collectively the “Agreement(s)”). Each Agreement, as defined in the preceding sentence, includes all orders, schedules, exhibits, statements of work, addenda or other documents attached to, incorporated therein by reference or subsequently executed by the parties in accordance with the terms thereof.

By signing the DPA, Customer enters into the DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates.

During its performance of Services under the Agreement(s), Progress may Process Personal Data on behalf of Customer. This DPA specifies the parties’ respective rights and obligations regarding the Processing by Progress of Personal Data supplied by Customer, and the parties agree to comply with the following provisions with respect to any such Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA

This DPA consists of two parts: the main body of the DPA and Attachment 1 (including Appendices 1 to 3).

The Standard Contractual Clauses in Attachment 1 have been pre-signed by Progress Software Corporation and each Progress Group member.

To complete this DPA, Customer must:

- a) Complete the information in the “Customer” signature section and sign on Page 10
- b) Complete the information regarding the data exporter on Page 13
- c) Complete the information in the signature box and sign on Pages 20, 22 and 23
- d) Submit the completed and signed DPA to Progress via privacy@progress.com providing a return email address.

SCOPE AND APPLICATION OF THIS DPA

This DPA will apply to all Products and Services provided by Progress on behalf of Customer pursuant to the Agreement(s). For purposes of this DPA, Progress is the Processor (as defined below) and Customer is the Controller (as defined below). The scope of this DPA applies to:

- All Personal Data sent by or on behalf of the Controller to the Processor
- All Personal Data accessed by the Processor and its Affiliates, on the authority of the Controller

- All Personal Data otherwise received by the Processor, and its Affiliates, for Processing on the Controller's behalf

This DPA will be effective beginning on the day it is executed by Customer and will continue as long as any Agreement remains in effect.

1. DPA DEFINITIONS

All capitalized terms not defined herein will have the meaning set forth in the applicable Agreement.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party hereto. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use or benefit from the Services pursuant to the Agreement(s) between Customer and Progress, but has not signed its own order with Progress and is not the Customer.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer" means the customer entity that executes this document on page 6 below.

"Customer Data" means all electronic data processed by or on behalf of Customer, or an Authorized Affiliate, utilizing a product or Service provided by Progress under the Agreement.

"Data Protection Laws and Regulations" means all laws and regulations applicable to the collection, recording, organization, storage, adaptation or alteration, retrieval, consultation or other use of Personal Data, including without limitation the laws and regulations of the European Union, the European Economic Area and their member states (including without limitation the GDPR as well as any delegated acts and implementing acts), Switzerland and the United Kingdom.

"Data Subject" means an identified or identifiable natural person to whom the Personal Data relates.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Personal Data" means any information relating to an identified or identifiable natural person.

"Personal Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with the provisioning of the Services.

"Processing" or "Process" means any operation or set of operations which is performed by Progress as part of the Services upon Personal Data, whether or not by automatic means, such as collection, recording,

organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. The nature and purpose of the Processing, as well as the types of Personal Data and categories of Data Subjects covered by these Terms are set out under Annex 1 to these Standard Contractual Clauses attached hereto as Schedule 1.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Progress” means the Progress Group member that is a party to the applicable Agreement with Customer.

“Progress Group” means Progress Software Corporation and its Affiliates.

“Services” means the provision of maintenance and support services, consultancy or professional services and the provision of software as a service or any other services provided under the applicable Agreement where Progress Processes Customer’s Personal Data.

“Standard Contractual Clauses” means the agreement executed by and between Customer and Progress and attached hereto as Schedule 1 pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Third-Party Sub-processor” means a third-party subcontractor, other than Progress’ Affiliate, engaged by Progress that Processes Customer’s Personal Data.

Other terms have the definitions provided for them in the Agreement or as otherwise specified below.

2. Customer Processing Instructions

The Personal Data shall be confidential and shall be treated by Progress consistent with the confidentiality obligations contained in the Agreement. Accordingly, Progress shall only Process Personal Data on behalf of and in accordance with this DPA and the Agreement. Inter alia for the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed a documented instruction by Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable order(s); (b) Processing initiated by end-users in their use of the Service and (c) Processing to comply with other documented instructions provided by Customer where such instructions are consistent with the terms of the applicable Agreement.

Customer’s instructions for the Processing of Personal Data will comply with Data Protection Laws and Regulations. Customer will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. If applicable law requires Progress (or, for the avoidance of doubt, any Sub-Processor) to conduct Processing inconsistent with any of Controller’s instructions, or if Progress believes that any instruction from Controller is in violation of, or would result in a violation of applicable law, Progress will notify Controller hereof without undue delay and prior to commencing the Processing.

The parties acknowledge and agree that regarding the Processing of Personal Data, Customer and its Affiliates permitted to use or benefit from the Services pursuant to the Agreement(s) between Customer and Progress are the Controllers, Progress is the Processor and that Progress may engage Sub-processors

and Third-Party Sub-processors pursuant to the requirements set forth in the “Affiliates and Third-Party Sub-processors” section below.

3. Affiliates and Third-Party Sub-processors

Customer acknowledges and agrees that (a) members of the Progress Group and Progress’ Affiliates may be retained as Sub-processors and (b) Progress, members of the Progress Group and Progress’ Affiliates respectively may engage Third-Party Sub-processors regarding the provision of the Services provided that the applicable requirements set forth under the applicable Data Protection Laws and Regulations, Controller’s instructions and this DPA (specifically this Section 3) – including, to the extent applicable, the Standard Contractual Clauses – are complied with at all times. Any such Sub-processors will be permitted to obtain Personal Data only to deliver the services Progress has retained them to provide. Progress maintains a list of Progress’ Affiliates and Third-Party Sub-processors that may Process Personal Data. Where Progress engages a Sub-processor for carrying out specific Processing activities on behalf of the Controller, the same data protection obligations and restrictions as set out in this DPA – including, insofar as applicable, the Standard Contractual Clauses – shall be imposed on that Sub-processor by way of a written agreement. Such agreement shall provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of applicable Data Protection Laws and Regulations.

4. Notification of New Sub-processors and Objection Right for new Sub-processors

Progress will make available to Customer a current list of Sub-processors for the respective Services with the identities of those Sub-processors (“Sub-processor List”) upon Customer request, such request to be not more than once per annum unless such information is required by reason of an enquiry by a data protection authority. Within ten (10) business days of Progress providing to Customer its list of Sub-processors, Controller may object to such change in writing if the new Sub-processor represents a substantial and unreasonable risk to the protection of Personal Data and may terminate the Agreement if, in Controller’s reasonable discretion, Progress does not adequately address this objection.

Progress will be liable for the acts and omissions of its Sub-processors to the same extent Progress would be liable if performing the Services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

5. Rights of Data Subjects

Progress will, to the extent legally permitted, promptly notify Customer if Progress receives a request from a Data Subject to exercise the Data Subject’s right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (“Data Subject Request”).

Taking into account the nature of the Processing, Progress will assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.

In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Progress will upon Customer’s request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Progress is legally permitted to do so

and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer will be responsible for any costs arising from Progress' provision of such assistance.

6. Personnel

Progress will ensure that its personnel and (as applicable) other persons authorized to process the personal data engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to obligations of confidentiality and such obligations survive the termination of that persons' engagement with Progress.

Progress will take commercially reasonable steps to ensure the reliability of any Progress personnel engaged in the Processing of Personal Data.

Progress will ensure that any access by a Progress Group member or Sub-Processor to Personal Data is limited to those personnel of the Progress Group member or Sub-Processor who require such access to perform the Agreement(s).

Members of the Progress Group have appointed a Data Protection Officer where such appointment is required by Data Protection Laws and Regulations. The appointed person may be reached by email via privacy@progress.com.

7. Security Measures

Progress will maintain appropriate technical and organizational security measures for the Processing of Personal Data. These measures are intended to protect Personal Data against accidental or unauthorized loss, destruction, alteration, disclosure or access, and against all other unlawful forms of Processing. Additional measures, and information concerning such measures, including the specific security measures and practices for the Services ordered by Customer, may be specified in the Agreement.

Progress's present technical and organizational security measures are described in Annex 2 to the Standard Contractual Clauses. Progress shall adapt these measures according to the development of regulations and technology.

Additionally, at the request of Controller, Progress will assist Controller to ensure that any technical and organizational information security measures implemented by Controller satisfy the requirements of applicable Data Protection Laws and Regulations.

Where Controller determines it is obliged under applicable Data Protection Laws and Regulation to conduct privacy and/or security assessments, such as a data protection impact assessment ("DPIA") under the GDPR, Progress shall cooperate and assist in Controller's obligations. Additionally, if Controller determines that applicable Data Protection Laws and Regulations requires Controller to consult with or seek guidance from a Supervisory Authority or other regulatory body prior to commencing any particular Processing, Progress shall cooperate with and assist Controller in fulfilling its obligations. Any reasonable costs associated with Progress's rendering the assistance required by this paragraph shall be borne by Customer.

8. Audit Rights

The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

Upon Customer's request, and subject to the confidentiality obligations set forth in the applicable Agreement, Progress will make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Progress) information regarding the Progress Group's compliance with the obligations set forth in this DPA in the form of the third-party certifications to the extent Progress makes them generally available to its customers.

Customer may contact Progress in accordance with the "Notices" section of the applicable Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer will reimburse Progress for any time expended for any such on-site audit at Progress' or the applicable Progress Group member's then-current professional services rates, which will be made available to Customer upon request.

Before the commencement of any such on-site audit, Customer and Progress will mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer will be responsible. Customer agrees that the scope of the audit shall be limited to matters specific to Customer. All reimbursement rates will be reasonable, considering the resources expended by Progress.

Customer will provide Progress with copies of any audit reports generated in connection with any audit under this Section, unless prohibited by Applicable Law. Customer may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of this DPA. Customer will promptly notify Progress with information regarding any noncompliance discovered during the course of an audit and Progress will have the opportunity to remediate and rectify any issues identified within 30 days.

9. Incident Management and Breach Notification

Progress maintains security incident management policies and procedures and will notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Progress or its Sub-processors and Third-party Sub-processors, of which Progress becomes aware (a "Customer Data Incident"). Progress shall provide information necessary and requested by Controller to investigate the Security Incident. The Parties are aware that Data Protection Laws and Regulations may impose a duty to inform the Supervisory Authority or affected Data Subjects in the event of a Personal Data Breach. Processor shall assist Controller in providing notice to the Supervisory Authority and affected Data Subjects where such breach is likely to result in risk to the rights and freedom of a natural person. Progress will exercise reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Progress deems necessary and reasonable in order to remediate the cause of such Customer Data Incident to the extent the remediation is within Progress' reasonable control. The obligations herein will not apply to incidents that are caused by Customer or Customer's users.

For purposes of this section, the term "Customer Data Incident" as described in the preceding paragraph is further defined to mean the misappropriation or unauthorized Processing of Personal Data located on Progress' systems or cloud services environment, including misappropriation or unauthorized Processing

of Personal Data by a Progress employee or a Third-party Sub-processor, that materially compromises the security, confidentiality or integrity of such Personal Data.

Customer agrees that: (i) an unsuccessful Customer Data Incident attempt will not be subject to this Section. An unsuccessful attempt is one that results in no unauthorized access to Customer's Personal Data or to any of Progress' equipment or facilities and any Third-party equipment or facilities storing Customer's Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and (ii) Progress' obligation to report or respond to a Customer Data Incident under this Section is not and will not be construed as an acknowledgement by Progress of any fault or liability with respect to the incident.

10. Retention and Disposition of Customer Data

Progress will return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data including existing copies and backups in accordance with the procedures and time periods specified in the applicable Agreement(s), unless the retention of the data is required for legal and regulatory purposes.

If the applicable Agreement does not provide guidance on retention and disposition of Customer Data, Progress will return and, to the extent allowed by applicable law, delete Customer Data within a commercially reasonable period of time, unless the retention of the data is required for legal and regulatory purposes.

The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses will be provided by Progress to Customer only upon Customer's request.

11. Legal Disclosure

Except as otherwise required by law, Progress will promptly notify Customer of any subpoena, judicial, administrative or arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority ("Demand") that it receives and which relates to the Processing of Personal Data. At Customer's request, Progress will provide Customer with reasonable information in its possession that may be responsive to the Demand and any assistance reasonably required for Customer to respond to the Demand in a timely manner. Customer acknowledges that Progress has no responsibility to interact directly with the entity making the Demand except where Controller assesses, at its sole discretion, it is necessary to object to any request for access by a government by virtue of national law (such as the U.S. Cloud Act), and in such case Progress shall reasonably cooperate and assist Controller to compose such objection and to file such objection within the applicable timeframe. Such assistance and cooperation includes, but is not limited to, Progress binding itself to file such objection in its own name or on behalf of the Controller, where applicable, and to providing Controller with all required information to complete the objection. Any reasonable costs associated with Progress's rendering the assistance required by this paragraph shall be borne by Customer

12. Service Analyses

Progress may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (collectively “Service Analyses”). Progress may make Service Analyses publicly available. However, Service Analyses will not incorporate Customer Data or Personal Data in a form that could identify or serve to identify Customer or any Data Subject. Progress retains all intellectual property rights in Service Analyses.

13. Limitations of Liability

Each party’s and all its Affiliates’ liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Progress, whether in contract, tort or under any other theory of liability, is subject to the ‘Limitation of Liability’ section of the applicable Agreement unless specified below, and any reference in such section to the liability of a party means the aggregate liability of that party and all its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, Progress’ and its Affiliates’ total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the applicable Agreement and each DPA will apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Authorized Affiliates, and, in particular, will not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA. Neither Customer nor any of its Affiliates shall be entitled to recover more than once in respect of the same claim under this DPA.

Also, for the avoidance of doubt, each reference to the term “DPA” herein means this DPA including its Schedules and Appendices.

14. International Data Transfer; Standard Contractual Clauses

14.1 Progress shall comply with applicable Data Protection Laws and Regulations when transferring or onward transferring Personal Data across national borders.

14.2 Transfers from EEA Countries.

14.2.1 Any transfer of Personal Data from the European Economic Area or Switzerland (“EEA”) to a third country shall take place only if, in addition to complying with all other provisions of this DPA, the conditions set forth in this Section 14.2 are complied with. For the avoidance of doubt, the restrictions of this Section 14.2 also govern onward transfers of Personal Data within the third country, or from the third country to another third country.

14.2.2 The transfer of Personal Data is permitted to a third country for which the European Commission has decided that such third country, a territory or one or more specified sectors within that third country ensure(s) an adequate level of protection. To other countries, a transfer may only take place if appropriate safeguards are provided by other transfer mechanisms, such as Binding Corporate Rules; the EU-U.S. or Swiss-U.S. Privacy Shield; standard data protection clauses (“Standard Contractual Clauses”) such as the European Commission approved Standard Clauses for the Transfer of Personal Data to processors located outside the EEA (“C2P SCC”); or an approved certification mechanism or approved code of conduct within the meaning of Article 46(2)(e) and (f) of the GDPR. If and to the extent it is either agreed to by the parties

or adjudicated that the specific basis used by the Parties for such data transfer will no longer be considered as providing appropriate safeguards for transfer of Personal Data from the EEA or Switzerland to that third country, Parties agree to start negotiation about changing to another valid transfer mechanism. Controller may terminate the Agreement if Parties cannot agree to such a new transfer mechanism prior to the effective date of the final invalidation of the currently used transfer mechanism.

The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined above) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased Services on the basis of an order under the applicable Agreement. For the purpose of the Standard Contractual Clauses and this Section, the Customer and its Affiliates will be deemed to be “Data Exporters”. The Parties agree that in the case of any inconsistencies between such Standard Clauses and this DPA, the Standard Clauses will prevail. For the avoidance of doubt, any provision of this DPA that merely goes beyond the clauses of the Standard Clauses without contradicting or altering them shall remain valid (to the extent permitted under applicable Data Protection Laws and Regulations and by competent Supervisory Authorities). Nothing in this DPA shall affect any Supervisory Authority’s or Data Subject’s rights under the Standard Clauses and applicable Data Protection Laws and Regulations.

15. Parties to the DPA

Each Progress entity that is a party to the applicable Agreement is a party to this DPA. In addition, Progress Software Corporation is a party to the Standard Contractual Clauses in Attachment 1. If Progress Software Corporation is not a party to the Agreement, the “Limitations of Liability” section of this DPA will apply as between Customer and Progress Software Corporation, and in such respect any reference to ‘Progress’ will include both Progress Software Corporation and the Progress entity who is a party to the applicable Agreement.

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Progress entity that is party to the Agreement is party to this DPA. If the Customer entity signing this DPA has executed an Agreement with Progress or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Agreement and applicable amendments and renewals of that Agreement, and the Progress entity that is party to such Agreements is party to this DPA.

16. Legal Effect

This DPA will only become 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.

17. Order of Precedence

This DPA is incorporated into and forms part of the Agreement(s). For matters not addressed under this DPA, the terms of the Agreement(s) apply. With respect to the rights and obligation of the parties, in the event of a conflict between the terms of the Agreement(s) and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail.

Customer:

Signature:

By:

Title:

Date:

Progress Software do Brasil Ltda.

Signature: *Bruno Da Silva Manhaes*
Bruno Da Silva Manhaes (Feb 6, 2019)

By: Bruno da Silva Manhaes

Title: Director

Date: Feb 6, 2019

Progress Software GmbH (Austria)

Signature: *Brian P. Flanagan*
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software E.A.D. (Bulgaria)

Signature: *Stephen H. Faberman*
Stephen H. Faberman (Feb 6, 2019)

By: Stephen Faberman

Title: Executive Director

Date: Feb 6, 2019

Progress Software Corporation

Signature: *Stephen H. Faberman*
Stephen H. Faberman (Feb 6, 2019)

By: Stephen Faberman

Title: Chief Legal Officer

Date: Feb 6, 2019

Progress Software Corporation of Canada Ltd.

Signature: *Brian P. Flanagan*
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software N.V. (Belgium)

Signature: *Brian P. Flanagan*
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software spol. s r.o. (Czech Republic)

Signature: *Stephen H. Faberman*
Stephen H. Faberman (Feb 6, 2019)

By: Stephen Faberman

Title: Chief Legal Officer

Date: Feb 6, 2019

Progress Software A/S (Denmark)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date:

Progress Software S.A.S. (France)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software Srl (Italy)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software Europe B.V. (Netherlands)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software Oy (Finland)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date:

Progress Software GmbH (Germany)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software B.V. (Netherlands)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software AS (Norway)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software sp. z.o.o. (Poland)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software Svenska AB (Sweden)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software Limited (UK)

Signature: Stephen H. Faberman
Stephen H. Faberman (Feb 6, 2019)

By: Stephen Faberman

Title: Director

Date: Feb 6, 2019

Progress Software Corporation Limited (Hong Kong)

Signature: Stephen H. Faberman
Stephen H. Faberman (Feb 6, 2019)

By: Stephen Faberman

Title: Director

Date: Feb 6, 2019

Progress Software SLU (Spain)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software AG (Switzerland)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software Pty. Ltd. (Australia)

Signature: Brian P. Flanagan
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Progress Software Development Private Ltd. (India)

Signature: Stephen H. Faberman
Stephen H. Faberman (Feb 6, 2019)

By: Stephen Faberman

Title: Director

Date: Feb 6, 2019

Progress Software Corporation (S) Pte Ltd.
(Singapore)

Signature: *Brian P. Flanagan*
Brian P. Flanagan (Feb 6, 2019)

By: Brian Flanagan

Title: Director

Date: Feb 6, 2019

Orbix Ltd. (Ireland)

Signature: *Stephen H. Faberman*
Stephen H. Faberman (Feb 6, 2019)

By: Stephen Faberman

Title: Director

Date: Feb 6, 2019

ANNEX 1: STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organization: Authorized Affiliates as defined in the DPA

Address:

Tel.: _____; fax: _____; e-mail: _____

Other information needed to identify the organisation

.....
(the data **exporter**)

And

The Data Importer:

Progress Software Corporation
14 Oak Park Drive
Bedford, MA 01730 USA
Tel: 800-477-6473
Fax: 781-280-4541
e-mail: privacy@progress.com

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Background

The data exporter has entered into a data processing addendum (“DPA”) with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the

transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented

by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and

- (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with

regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Signature:

On behalf of the data importer: PROGRESS SOFTWARE CORPORATION

Name: Stephen Faberman

Position: Chief Legal Officer

Address: 14 Oak Park Drive, Bedford, MA 01730 USA

Signature: *Stephen H. Faberman*
Stephen H. Faberman (Feb 6, 2019)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is:

Data exporter is the legal entity that has executed the Data Processing Addendum based on the Standard Contractual Clauses as a Data Exporter established within the European Economic area and/or Switzerland that have purchased the Service on the basis of one or more Order(s).

Data importer

The data importer is:

Data importer, Progress Software Corporation, is a software company and cloud service provider which Processes Personal Data, where such data is Customer Data, upon the instruction of the data exporter in accordance with the terms of the Agreement and the Data Processing Addendum.

Data subjects

The personal data transferred concern the following categories of data subjects:

Data exporter may submit Personal Data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customers, business partners, and vendors of the data exporter (who are natural persons)
- Employees or contact persons of data exporter customers, business partners, and vendors
- Employees, agents, advisors, contractors, or any user authorized by the data exporter to use the Service (who are natural persons)

Categories of data

The personal data transferred concern the following categories of data:

Data exporter may submit Personal Data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of personal data:

- First and last name
- Business contact information (company, email, phone, physical business address)

- Personal contact information (email, cell phone)
- Title
- Position
- Employer
- ID data
- Professional life data
- Personal life data (in the form of security questions and answers)
- Connection data
- Localization data

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

Data exporter may submit special categories of data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

The objective of Processing of Personal Data by the data importer is the performance of the Service pursuant to Customer Order(s) and Agreement(s) and duration shall be for the term of the Agreement.

DATA EXPORTER:

Name:

Authorized Signature:

DATA IMPORTER: PROGRESS SOFTWARE CORPORATION

Name: Stephen Faberman

Authorized Signature: Stephen H. Faberman
Stephen H. Faberman (Feb 6, 2019)

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

Progress shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Progress regularly monitors compliance with these safeguards. Progress will not materially decrease the overall security of the Service during a term of an Agreement.

DATA EXPORTER:

Name:

Authorized Signature:

DATA IMPORTER: PROGRESS SOFTWARE CORPORATION

Name: Stephen Faberman

Authorized Signature: Stephen H. Faberman
Stephen H. Faberman (Feb 6, 2019)