



Last modified: October 2025

Progress Software Corporation
SEC Regulation S-P Service Provider Addendum

This SEC Regulation S-P Service Provider Addendum (the "Addendum") between Progress Software Corporation ("Progress" or "Company") and the Customer identified below becomes effective as of the date and only if a duly signed version is received at Progress via privacy@progress.com. The Customer's representative signing this Addendum represents and warrants that it has the authority to bind Customer and agree to the terms and conditions herein.

Pursuant to the End User Agreement, End User License Agreement, or other applicable agreement for licensed or purchased Progress products or services ("Product") between Progress and Customer (the "Underlying Agreement"), Progress may receive, use and/or disclose for or on behalf of Customer certain information protected by SEC Regulation S-P: Privacy of Consumer Financial Information and Safeguarding Customer Information ("Regulation S-P").

To the extent Progress is a Service Provider and Customer is a Covered Institution, both as defined in Regulation S-P, the terms of this Addendum shall also apply between Progress and Customer as it pertains to information protected by Regulation S-P.

1. Definitions.

- (a) **"Breach in Security"** has the same meaning as is provided in Regulation S-P Section 248.30(a)(5)(i)(B) (in particular, "an occurrence resulting in unauthorized access to a Customer Information System maintained by the Service Provider").
- (b) **"Covered Institution"** has the same meaning as is provided in Regulation S-P Section 248.30(d)(3).
- (c) **"Customer Information"** has the same meaning as is provided in Regulation S-P Section 248.30(d)(5).
- (d) **"Customer Information Systems"** has the same meaning as is provided in Regulation S-P Section 248.30(d)(6).
- (e) **"SEC"** means the U.S. Securities and Exchange Commission.
- (f) **"SEC Rules"** means the rules and regulations promulgated by the SEC under federal securities laws, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, and Regulation S-P.
- (g) **"Service Provider"** has the same meaning as is provided in Regulation S-P Section 248.30(d)(10).

Any other terms which are not specifically defined herein have the same meaning as in the Underlying Agreement and/or in accordance with applicable law.

2. Progress shall take appropriate measures to:

- (a) protect against unauthorized access to or use of Customer Information;
- (b) provide notification to Customer who is a Covered Institution without undue delay, but no later than seventy-two (72) hours after becoming aware of a Breach in Security (as used in this clause,



the term “becoming aware” means the moment Progress has confirmed, after reviewing sufficient evidence of, a Breach in Security);

(c) include the following information in the notification:

- i. describe in general terms the Breach in Security and the type of Customer Information that was or is reasonably believed to have been accessed or used without authorization;
- ii. if it is reasonably possible to determine at the time the notice is provided, include any of the date of the Breach in Security, the estimated date of the Breach in Security, or the date range within which the Breach in Security occurred;
- iii. contact information sufficient to permit the Customer as Covered Institution to inquire about the Breach in Security for further information and assistance; and
- iv. actions taken by Progress to mitigate or remediate the negative consequences from the Breach in Security; and

(d) Progress shall provide commercially reasonable cooperation to the Customer in investigating, mitigating and remediating any Breach in Security.

3. Oversight and monitoring

Subject to appropriate confidentiality and non-disclosure agreements as requested by Progress, Customer is entitled to exercise oversight and monitoring of Progress information security practices by requesting and receiving the security documentation which is generally made available to other customers, including through summaries of third-party audit reports and certifications or industry standard documentation including self-reporting mechanisms and assessments.

4. Retention and Disposal of Customer Information

Subject to Progress' rights and obligations in the Underlying Agreement, Progress will return or provide an opportunity for the Customer to retrieve all Customer Information after the end of the provision of Products and delete existing copies thereafter.

5. Obligations of Customer. Customer agrees that:

Customer will configure and use the Product in accordance with SEC Rules and applicable law.

6. Representations by Customer. Customer represents that:

- (a) Customer is subject to Regulation S-P;
- (b) Customer has reviewed and assessed the security documentation for the Product and acknowledges that it satisfies its information security and policy requirements, including those required by Regulation S-P; and
- (c) Nothing in the Underlying Agreement or this Addendum relieves Customer of its obligations under SEC Rules.

7. Permissible Requests by Customer

Customer shall not request Progress to use, disclose, or delete Customer Information in any manner that would not be permissible under the SEC Rules if done by Customer.



8. Term and Termination

(a) Term

This Addendum shall remain in effect between Customer and Progress until the termination of the Underlying Agreement, whereupon the Addendum shall automatically terminate without notice.

(b) Termination for Breach

Either party may terminate this Addendum if the other party breaches any of its material obligations herein and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party.

(c) Effect of Termination

Except as provided in this Section 8, upon termination of this Addendum for any reason, the effect of such termination shall be consistent with the rights and obligations under the Underlying Agreement.

9. Indemnification

Customer shall defend Progress against any claim, suit or proceeding brought against Progress arising from Customer's violation of SEC Rules or applicable law. Further, Customer will indemnify Progress from and against damages, costs, and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and that are assessed against Progress in a final judgment or settlement. Customer's obligation to defend, settle, or indemnify Progress are each subject to: (i) Progress's prompt notification to Customer in writing of such claim such that Customer is not prejudiced by any delay of such notification; (ii) Customer has sole control over the defense and any settlement of such claim, provided that Customer may not settle any claim, suit or proceeding without Progress' prior written consent if settlement would require Progress to admit fault or take or refrain from taking any action; and (iii) Progress provides commercially reasonable assistance in the defense of same.

10. Limitation of Liability

This Addendum is subject to the terms and conditions of the Underlying Agreement, including without limitation the limitation of liability provisions contained therein, and is incorporated by reference therein. Customer's violation of SEC Rules or applicable law and its indemnification obligations pursuant to section 9 above are additional "Excluded Matters" under the Underlying Agreement such that they are excluded from any caps on liability.

11. Miscellaneous

(a) **Regulatory References.** A reference in this Addendum to a section in the SEC Rules means the section as in effect or as amended, and for which compliance is required.

(b) **Amendment.** This Addendum may be amended in accordance with the Underlying Agreement. Additionally, the parties agree to take such action as is reasonably necessary to amend this Addendum from time to time as is necessary for Customer or Progress, as applicable, to comply with the requirements of SEC Rules or applicable law.

(c) **Survival.** The respective rights and obligations of the parties under Sections 8 (Effect of Termination), 9 (Indemnification), and 10 (Limitation of Liability) shall survive the termination of this Addendum.



(d) **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Customer or Progress, as applicable, to comply with SEC Rules.

(e) **No Beneficiary.** There are no third-party beneficiaries to this Addendum.

(f) **Governing Law.** Except to the extent that SEC Rules or other federal law applies, the governing law and jurisdiction to resolve any dispute that arises with respect to this Addendum are as specified in the Underlying Agreement.

(g) **Integration.** This Addendum is the sole and complete agreement between the parties relating to any obligations under Regulation S-P and supersedes any prior agreements, understandings, and communications relating thereto. Notwithstanding the foregoing, the Underlying Agreements, including any amendments to the Underlying Agreements made pursuant to the terms of this Addendum, shall govern all other terms between the parties including without limitation, terms related to the Products use, payment obligations, warranties and limitation of liability.

(h) **Severability.** The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or unenforceable, the remainder of the terms herein shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

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IN WITNESS WHEREOF, this Addendum is accepted and agreed to by the parties and executed by their authorized representatives.

Progress Software Corporation

Customer organization name:

By:  Signed by:
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By:

Name: Domenic LoCoco

Name:

Title: Chief Accounting Officer

Title:

Date: October 30, 2025

Date:

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