

## Progress Software Corporation DORA DataSheet

You are receiving this DataSheet because you have requested information concerning Regulation (EU) 2022/2554 on digital operational resilience for the financial sector (“DORA”).

Progress Software Corporation (“Progress”, “we”, “us”) offers a wide variety of products and services to a large global customer base, including in the European Union (EU), many of which customers may consider that they are subject to DORA and receive ICT Services (as defined under DORA) from us.

We acknowledge our obligation under DORA to support our customers in their compliance efforts with DORA, but we are unable to complete DORA related questionnaires, addendums, and related forms proposed by individual customers, or provide meaningful feedback to inquiries where customers do not adequately explain how the products and/or services that we provide constitute ICT Services governed by DORA.

To assist our customers, we have prepared this DataSheet designed to give customers the information that they require, in lieu of the completion or acceptance of any documents proposed by you and/or your organization.

### **General**

Progress Software Corporation (**LEI 549300R65B3JG6972S24**) is a Delaware corporation with its primary place of business at 15 Wayside Road, Suite 400, Burlington, MA-USA 01803 and may contract directly or through its affiliates and/or subsidiaries.

### **Progress Standard ICT Services Agreements**

End User License Agreements: <https://www.progress.com/legal>

Professional Services Agreement: <https://www.progress.com/legal>

Data Processing Addendum: <https://www.progress.com/docs/default-source/progress-software/data-processing-addendum.pdf>

ShareFile and Podio Data Processing Addendum: <https://trust.sharefile.com/>

### **Progress Security Measures**

Progress has implemented controls under the ISO27001:2022 standard for its IT services which support general administrative functions and SOC2, Type II for most of our products. These are available, together with more general information about our security practices, security certifications and the security measures of our products on the [Progress Trust Center](#).

### **Progress Privacy Practices**

General information about our privacy practices including a pre-signed version of our Data Processing Agreement is available on the [Progress Privacy Center](#).

Information about ShareFile and Podio privacy and security practices including the relevant Data Processing Agreement is available on the <https://trust.sharefile.com/>.

### **Questions**

If you have any questions about DORA, then please complete the Customer Information Questionnaire appended to this document and return it to your Account Manager.

### **Disclaimer**

Please note that this DataSheet and Frequently Asked Questions are for information purposes only and shall, by no means, construed as a legal advice. You are responsible for implementing appropriate measures to ensure compliance with the DORA requirements for financial entities, and to seek advice from your own counsel as you deem necessary.

## Frequently Asked Questions

### 1. Background and Purpose

#### Q. What is the purpose of this FAQ document?

The obligations to comply with DORA fall on financial entities as they are defined in DORA. The onus is on the financial entity to demonstrate that a service provided by an ICT provider is covered by DORA, if we are providing an ICT Service

to you, we have an obligation to provide you reasonable co-operation to support your due diligence efforts. This FAQ document explains the position taken by Progress in respect of the DORA legislation and is intended to assist you in determining whether DORA applies to you and if so whether it applies to the services Progress provides to you.

#### Q. What is DORA?

The Digital Operational Resilience Act, or "**DORA**", is an EU regulation in relation to digital operational resilience of IT services for the financial sector. DORA aims to establish a harmonised operational resilience framework across the EU.

### 2. Scope of DORA

#### Q. To whom does DORA apply

DORA applies to financial entities – defined as: credit institutions; payment institutions, including payment institutions exempted pursuant to Directive (EU) 2015/2366; account information service providers; electronic money institutions, including electronic money institutions exempted pursuant to Directive 2009/110/EC; investment firms; crypto-asset service providers as authorised under a Regulation of the European Parliament and of the Council on markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 ('the Regulation on markets in crypto-assets') and issuers of asset-referenced tokens; central securities depositories; central counterparties; trading venues; trade repositories; managers of alternative investment funds; management companies; data reporting service providers; insurance and reinsurance undertakings; insurance intermediaries, reinsurance intermediaries and ancillary insurance intermediaries; institutions for occupational retirement provision; credit rating agencies; administrators of critical benchmarks; crowdfunding service providers as defined in Article 2(1), point (e), of Regulation (EU) 2020/1503 of the European Parliament and of the Council (35); and securitisation repositories

#### Q. What is an ICT service?

An ICT service, as defined under DORA, is a service which is provided on an ongoing basis through a technology system to one or more internal or external users, which may include hardware services, technical support, cloud computing, software or data analytics services. The provision of a license for the use of a software product is not, in itself an ICT Service.

#### Q. What are the key contractual requirements of DORA?

The key contractual requirements which must be included in ICT service agreements between ICT service providers and financial entities in the EU broadly fall within the following categories – **general contractual requirements** such as (1) rights and obligations set out in an agreement, (2) description of functions, (3) location of service provision, (4) confidential information protection, (5) retention of data, (6) service level descriptions, (7) assistance in the event of an ICT incident, (8) co-operation with authorities, (8) termination, (9) Progress to participate in financial entity training; and **additional contractual requirements** which apply only to ICT services supporting critical or important functions for financial entities such as (1) service level descriptions / remedy process, (2) reporting; (3) implementation of ICT security measures / business contingency plans, (4) threat-led penetration testing, (5) Audit .

#### Q. What is an ICT service supporting critical or important function(s)?

This is an ICT service which supports a function of a financial entity where either: (1) that function being disrupted would materially impair that financial entity's financial performance or the soundness and continuity of its services and activities; or (2) the discontinued, defective or failed performance of that function would materially impair that financial entity's continued compliance with the conditions and obligations of its authorisation, or other obligations under financial services laws. A financial entity must inform its competent authority (through its Register of Information) when a function becomes critical or important.

### 3. DORA Contractual Requirements

#### Q. How does Progress meet the requirements of DORA for contracts?

Any services which Progress provides to you which we believe would be considered as ICT services are already subject to contracts between you and us which we consider meet the DORA requirements. Our research and expert advice lead us to believe that we do not provide any part of an ICT Service that would be defined as critical or important.

#### Q. What if you think that Progress contracts do not meet DORA requirements?

If you consider that you are a financial entity and that your current contractual arrangements with us do not satisfy your DORA obligations then you can download, complete and return our pre-signed version of a Progress tailored DORA Addendum suitable for all non-critical types of ICT services available at <https://www.progress.com/legal>.

#### Q. What if you think that Progress provides critical ICT services?

You will need to complete our DORA Information Questionnaire, appended to this document, which is a prerequisite for us to assess whether critical services are provided, and an additional agreement is necessary.

**Q. How do you find out what ICT Services Progress provides to you?**

The obligation is on you, as the financial entity, to know what ICT Services are provided to you. Progress has a large portfolio of services and customers, and we cannot take responsibility for tracing and providing you with that information.

**Q. Can we make changes to the Progress DORA Addendum?**

No. The DORA Addendum is aligned with Progress' service delivery model. It reflects the operational processes we have in place for all of our clients. We have taken expert legal advice on the adequacy of our DORA Addendum and are confident that it meets DORA requirements as they relate to our ICT Service provision.

**Q. Will Progress sign paperwork sent by us?**

No. As above, we are satisfied that our Addendum is adequate.

**Q. How will Progress Software deal with any refinements of DORA as a result of the Level 2 acts (e.g. subcontracting)?**

It is expected that the Level 2 acts (including regulatory and implementing technical standards) will be consistent with and covered by the terms of DORA Addendum. However, to the extent we consider that we have to make any changes to the DORA Addendum in order to comply with the Level 2 acts, we will issue an updated DORA Addendum.

**Customer Information Questionnaire**

Note that the accuracy and completeness of the information you provide is necessary for us to review your request in a timely manner. To make this process as efficient as possible for both you and us, please respond on behalf of all affected legal entities within your organization for all Progress ICT Services.

Once you have completed this questionnaire, please send it to your account manager who will coordinate Progress' review and response.

<b>Full Company Name(s)</b>	
<b>Address(es)</b>	
<b>How are you considered a financial entity as defined in DORA?</b>	

**What products and/or services does Progress provide to you that you consider to be an ICT Service?**

NOTE: If you do not have a signed agreement with us for the applicable ICT Service, then our Standard ICT Services Agreements noted on page 1 will apply. If multiple companies, please specify each ICT Service per company.

<b>ICT Service</b>	<b>Applicable Contract/Agreement</b>

**Do you consider any part of a Progress ICT Service to be supporting a Critical or Important Function?**

NOTE: Please provide sufficient detailed information for us to assess your position, including by identifying the critical or important function that the ICT Service is supporting.

<b>Element of ICT Service which is supporting a Critical or Important Function</b>	<b>Justification</b>

**Please provide evidence that you have listed the Progress ICT Service as a service supporting a critical / important function on your register of information (as required by DORA and its implementing technical standards).**

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Having read all the available information that Progress has provided (see overleaf), please list any requirements applicable to an ICT Service Provider and which are necessary for you to comply with your obligations under DORA that you consider are not adequately covered in the applicable Contract/Agreement, or in the Key Contractual Terms of the pre-signed Progress DORA addendum available at <https://www.progress.com/legal> or other tools and resources that we make available.

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