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TERMS AND CONDITIONS APPLYING TO PROGRESS DATA PLATFORM SUBSCRIPTION SUPPORT SERVICES

The terms and conditions set forth herein ("**Support Terms**") are supplemental to (a) any Order Document that incorporates this document by reference, (b) the Progress Data Platform End User License Agreement that incorporates this document by reference ("**EULA**") and (c) any other terms and conditions incorporated by reference in the Order Document, including, without limitation, a Software License and Services Agreement or any other license agreement expressly referenced in the Order Document ("**Agreement**"). "**Order Document**" means the document executed by Progress (or its Affiliate) ("**Supplier**") and the party making the purchase ("**Customer**"), pursuant to which Customer orders and Supplier accepts to supply the Services under the Progress Data Platform subscription. In the event of any conflict by and among the Order Document, the EULA, the Agreement, and/or these Support Terms, the order of precedence will be: first, the Order Document; second, these Support Terms; third, the Agreement; and fourth, the EULA. Any capitalized terms used but not defined in these Support Terms will have the meaning ascribed to them in the Order Document, Agreement or EULA.

1. Definitions

The following additional definitions apply for the purposes of these Support Terms:

"Services Incident": means an unplanned interruption to the Services or a reduction in the quality of the performance of the Services. A Services Incident will not be deemed to have occurred if (i) the behavior of the Services has been caused directly or indirectly by the actions (negligent or otherwise) of Customer, including if such actions are in contravention of advice given in product literature or directly from Supplier's authorized service personnel, or ii) Customer experiences hardware failure or malfunction on Customer's own equipment, or Customer experiences external causes such as electric power fluctuations or failure or by some other factor beyond the reasonable control of Supplier. Progress will have no obligations with respect to any Service Incident where Customer does not make reasonable efforts to solve the Services Incident after consulting with Supplier, or Customer does not provide Supplier with sufficient information (sufficiency in such case being that the behavior may be reconstructed by Supplier to assist in the correction of the Services Incident). Services Incidents will be categorized in accordance with the parameters laid out in Table A of these Support Terms.

"**Environment Support Incident**": means any unplanned interruption to Customer's environment (hardware; operating system; integration code; any connected system such as content management system or search engine) or a reduction in the quality of the performance of Supplier's environment that is caused by services or systems operated by Customer or any third-party on Customer's behalf, including Non-Supplier Applications.

"Infrastructure services": means any work undertaken on any environment that is connected to the Services, but which is not related to a Services Incident or an Environment Support Incident.

"Known Error": means the cause of one or more Services Incidents.

"Request For Information": means an enquiry by Customer concerning the Services and any of Supplier's published Documentation which accompanies the Services modules or Training.

"Documentation": means the documentation and materials supplied with the Services by Supplier to Customer.

"User Education": means responding to queries regarding Supplier's supplied Documentation and how the Services modules operate, or how to use them.

"Training": means approved training services provided by Supplier to Customer.

"Product Enhancement Request": means a request for new product functionality or enhancement of existing functionality.

"Named Technical Contact": means an employee of Customer trained at Customer's cost and expense by Supplier in the administration and use of the Services modules.

"Response Time": means the time taken by Supplier to start investigating the cause of the Services Incident, measured from the point in time at which the issue was first reported to Supplier by Customer or the following business day if the issue was not reported within the operating times of the manned technical support desk. (For urgent, high and medium severity calls the issue should be reported by telephone).

"Resolution Time": means the time taken by Supplier to implement a resolution to a Services Incident, which in relation to the Services Incident can consist of either a Workaround, Fix or a Patch, measured from the point in time at which the Services Incident was first reported to Supplier by Customer or the following business day if the Services Incident was not reported within the times of the manned technical support desk.

"Fix": means the permanent correction of the Services Incident within a new released version which results in the Services modules behaving consistently as documented.

"Patch": means the permanent correction of the Services Incident as an addition to a released version which results in the Services modules behaving consistently as documented.

"Services": means the environment, applications, modules patches and other binary code, as the case may be, as supplied by Supplier to Customer as part of the Progress Data Platform subscription service described in the Order Document and thereafter supported by Supplier under the terms and conditions laid out herein.

"Services Upgrade": means a new release of the current version of the Services modules which corrects Known Errors, adds functionality and other robustness and resilience

features or otherwise amends or upgrades the Services modules.

"**Support Services**" means the services provided by Supplier to Customer as described in, and subject to the terms and conditions of, these Support Terms.

"Workaround": means reducing or eliminating the impact of a Services Incident for which a full resolution is not yet available.

2. Subscription Support Services

The Support Services will comprise the following:

(i) Supplier will provide Customer with Support Services during Customer's standard working hours.

(ii) Supplier will use reasonable endeavours to respond to a request for Support Services in accordance with Table A of these Support Terms.

(iii) If Supplier confirms the Services Incident, reported by Customer, in the Services modules, Supplier will use reasonable efforts to remedy the Services Incident by correction of the Services modules; Supplier's issue severity classifications and targeted response and resolution times for the Support Services are set out in Table A below.

(iv) Supplier will, at its sole discretion, issue Services Upgrades to Customer from time to time.

(v) Supplier will (a) make the Services and Content available to Customer pursuant to the Order Document, Agreement and EULA, (b) provide Supplier's standard support (as detailed in this document) for the Services to Customer at no additional charge and

(c) use best efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Supplier shall give at least 8 hours electronic notice, which will be performed at off peak hours, and will not exceed 10 hours per month for purposes of calculating down time), and (ii) any unavailability caused by circumstances beyond Supplier's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Supplier's employees), Internet service provider failure or delay, Non-Supplier Applications, or denial of service attack.

(vi) Supplier guarantees that if Customer subscribes to a Progress Data Platform Package which includes Support Services that Customer's internet facing roles will have external connectivity at least 99.5% of the time (excluding Planned or Scheduled downtime as detailed on https://status.platform.progress.cloud). Supplier will compensate Customer through service credits as detailed in Table B of these Support Terms.

3. Customer obligations

When providing information for a Support Services request, Customer should only provide to Supplier information that is required to provide Support Services and which is cleared of confidential or other sensitive information. Supplier does not require Protected Health Information (PHI), Payment Card Industry (PCI) information, or Personally Identifiable Information (PII) to provide Support Services and Customer should not forward any of such types of information to Supplier in connection with a Support Services request. At all times, information provided to Supplier in the course of Support Services will be handled in accordance with the Privacy Policy available here: https://www.progress.com/legal/privacy-policy.

A request for Support Services may be made by telephone, email or via Supplier's Customer Portal and must be accompanied by details of the Services Incident, all relevant messages and the circumstances in which the Services Incident arose. Customer will provide further information relating to the Services Incident as Supplier reasonably requires.

Customer will operate the Services modules in accordance with Supplier's recommendations.

Customer will at all times: ensure that Customer's employees and other independent contractors co-operate with Supplier in relation to the provision of the Support Services; promptly furnish to Supplier such information and documents as Supplier may reasonably request for the proper performance of Supplier's obligations under these Support Terms; procure the appropriate licenses or consents where necessary for the use of the Services and where necessary allow Supplier to provide the Support Services.

4. Further terms:

The Support Services apply in respect of the Services only and do not extend to other services or systems operated by Customer or any third-party on Customer's behalf.

Supplier will only provide Support Services in respect of the current release level of the Service.

The Support Services do not apply in respect of any Environment Support Incidents except if such incident is solely and directly caused by a Services Incident.

The Support Services do not apply in respect of Infrastructure Services and do not extend to configuring, advising, implementing, managing, diagnosing, or otherwise supporting other services or systems operated by Customer or any third-party on Customer's behalf.

Solely to enable Supplier to perform the Support Services to Customer, Customer agrees that Supplier may obtain and store information about Customer, Customer's business and Customer's employees and directors (the "**Customer Information**"). Further, Customer agrees that Supplier may disclose Customer Information to its Affiliates and third parties, including resellers, insurers, associated companies, agents and sub-contractors.

Supplier reserves the right to update these Support Terms from time to time by posting a revised version at https://www.progress.com/legal. In the event Supplier revises these Support Terms in a manner that would result in a significant reduction in the level of the Support Services provided for the Services, then such changes will not apply until the next renewal of the subscription to the Services as described in the Order Document.

Progress

Table A

Incident Severity Level	Incident Description	Incident* Categorization	Target Response Time	Target Resolution Time
1	A Production System is Down A severe problem that prevents an existing production system from operating where no workarounds can be implemented.	Incident	<= 1 hour	7 days
2	A loss of service resulting in restricted business operations. A moderate problem that may restrict a system but does not prevent it from operating. The problem may affect production, development, testing or migration efforts.	Incident	<= 1 hour	14 days
3	A limited loss of service resulting in minimal impact to business operations. A problem with little or no impact to production, testing or development systems. Nuisance issues, or questions about product functionality and usage.	Incident User Education Documentation Query Training Product Enhancement Request	24 hour	21 days

*All references to "Incident" in the table above are deemed to refer to a Services Incident.

Table B

Monthly Uptime Calculation

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for all Internet facing roles that have two or more instances deployed. Maximum Available Minutes is measured from when the Subscription Service has been deployed and its associated roles have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Subscription Service.
"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes that have no external connectivity. Note that properly notified, scheduled maintenance time within the agreed limits, does not count as Downtime for the purposes of compensation calculation.
"**Monthly Uptime Percentage**" for Cloud Services is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Progress Data Platform subscription. Monthly Uptime Percentage is represented by the following formula:
Monthly Uptime % = (Maximum Available Minutes-Downtime) / Maximum Available Minutes
The following Service Levels and Service Credits are applicable:
MONTHLY UPTIME SERVICE CREDIT
< 99.5% Uptime Supplier will credit Customer 10% of the monthly subscription fee (if Supplier is providing Progress Data as a Software Subscription service). <95% Uptime Supplier will credit Customer 25% of the monthly subscription fee (if Supplier is providing Progress Data as a Software Subscription service).

Service Level Credit Request and Payment Procedures

1. **Requesting a Service Level Credit**. To receive a Service Level Credit, you must submit a claim by email to <sales email> (a "**Service Level Credit Request**"). To be eligible, the Service Level Credit Request must be received by us within sixty (60) days of the last day of the calendar month in which the subject Service Level Failure(s) occurred and must include: (a) the words "Service Level Credit Request" in the subject line; and (b) the dates and times of each Service Level Failure that you are claiming, including the dates and times of the Downtime that caused the Service Level Failure.

2. **Issuance of Service Level Credits**. We will, in good faith, either confirm or deny each Service Level Credit Request within thirty (30) days of its receipt and notify you in writing of our decision. To the extent Service Level Failure(s) subject to a Service Level Credit Request are confirmed by us, then we will remit payment in the amount of the confirmed Service Level Credit(s) to you within thirty (30) days following the month in which your request is confirmed by us. Your failure to provide the request in accordance with section 4.A.14.3.1 will disqualify you from receiving a Service Level Credit.

3. **Sole and Exclusive Remedy** . The Service Level Credit is your sole and exclusive remedy and our sole and exclusive liability for any Service Level Failure, Severe Service Level Failure, or Downtime.