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 intended to set forth the data protection roles of the parties. 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 Appendix 1 (including Annexes 1 to 4).

The DPA and Standard Contractual Clauses in Appendix 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.
b) Complete the information regarding the data exporter in Annex 1 and sign.
c) 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 may act either as Controller or as the Processor (as defined below) and Customer is Controller or Processor (as defined below). The scope of this DPA applies to:

- All Personal Data sent by or on behalf of the Controller to the Processor for performance or operation of the Services to the extent the Personal Data processing is necessary to the provision of such a Service. All Personal Data otherwise received by Progress as Processor, and its Affiliates, in connection with the Services.

1

- The DPA does not apply on scenarios when Progress does not process Personal Data on Customer`s behalf except for the scenarios where Progress acts as an independent Controller for the operations related to its own customer relationship management and other similar purposes.

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. This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer's Agreement. However, this DPA supersedes any existing Data Processing Addendum to the Agreement. Where the Customer makes any deletions or other revisions to this DPA, such changes are not effective unless accepted in writing by both parties.

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 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.

"Consumer" shall have the same meaning as determined by the applicable Data Protection Laws and Regulations.

"Customer" means the customer entity that executes this document.

"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 (i) 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; (ii) all state laws in effect in the United States of America that are applicable to the processing of Personal Data under this DPA, including, but not limited to the California Consumer Privacy Act of 2018, sections 1798.100 through 1798.199 of the California Civil Code ("**CCPA**") as subsequently amended by California Privacy Rights Act *("CPRA")* and the implementing regulations; (iii) the Brazilian General Data Protection Law, Federal Law no. 13,709/2018 ("**LGPD**"); and (iv) any other enacted comprehensive privacy laws with similar provisions.

"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) and the

GDPR as incorporated into United Kingdom domestic law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**").

"Personal Data" means any information relating to an identified or identifiable natural person or any other information defined as 'personal data' or 'personal information' under applicable Data Protection Laws and Regulations.

"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 Appendix 1 to the Standard Contractual Clauses attached hereto as Appendix 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 (i) where the GDPR applies, the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021, available at https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0914&qid=1623940939861 ("**EU SCCs**"); and (ii) where the UK GDPR applies, the UK Data Transfer Addendum (**"UK DTA"**) issued by the Commissioner under S119A(1) Data Protection Act 2018.; in each case as may be amended, superseded or replaced from time to time. ;

"Third-Party Sub-Processor" means a third-party subcontractor, other than Progress' Affiliate, engaged by Progress that Processes Customer's Personal Data.

"Sub-Processor" means any Third-Party Sub-Processor or Progress Affiliate which is engaged to process Personal Data on behalf of the Customer who is either Controller or Processor.

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

2. **Role of the parties**
   (a) When Progress Processes Personal Data on behalf of Customer in connection with the licensed cloud-based products or services, Progress will Process such Personal Data as a Processor or a Sub-Processor on behalf of Customer (who, in turn, processes such personal data as a Controller or a Processor) and this DPA will apply accordingly. Progress is acting as a Processor or

respectively as a Sub-Processor for cloud-based products and services and for technical support only to the extent when personal data is submitted as a part of the Customer support case.

(b) When Progress solely determines the purposes and means of Personal Data Processing, it Processes Personal Data as a Controller. Progress will Process Personal data as an independent Controller for: (i) account creation and maintenance (e.g. email addresses provided during the account registration), administration, services access, or contact information for the account to provide assistance through customer support activities (ii) to manage customer relationship (iii) facilitate security, fraud prevention, performance monitoring, business continuity, disaster recovery; (iv) to carry out core business functions such as marketing, contract management, accounting, invoicing, billing, reporting, compliance, legal protection and other similar purposes. Progress will Process such Personal Data in compliance with the applicable Data Protection Laws and Regulations and only for the purposes that are compatible with those described herein. Unless otherwise stated in the respective provision, for the operations where Progress is acting as an independent Controller, only Sections 12 - 20 of this DPA will apply, to the extent applicable to the specific case.

(c) Nothing in this DPA shall be interpreted in a way to assume joint controllership unless the otherwise is determined by the parties after taking into account the factual circumstances which imply joint controllership. If the parties agree that they will jointly determine the purposes and means of processing, they shall stipulate in a transparent manner their respective responsibilities for compliance with the obligations in accordance with the applicable law.

3. Customer Processing Instructions for Personal Data processed on Customer`s behalf

Customer undertakes not to provide Personal Data for Processing by Progress unless it is strictly necessary for the performance of the Agreement or the respective order and shall take all necessary measures to sanitize the data or information provided to Progress for technical support or professional services from Personal Data unless it is necessary for the support case or the professional services engagement.

The Personal Data shall be confidential and shall be treated by Progress consistently 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 8.1 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

4

and Third-Party Sub-Processors pursuant to the requirements set forth in the "Affiliates and Third-Party Sub-Processors" section below.

4. Affiliates and Third-Party Sub-Processors

By entering into this DPA, Customer provides a general written authorization for Progress to engage Sub-Processors to process Personal Data on Customer`s behalf. 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, Customer's instructions and this DPA (specifically 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 Customer, the same or equivalent 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 the applicable Data Protection Laws and Regulations.

5. Notification of New Third – Party Sub-Processors and Objection Right for new Third – Party 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 fourteen (14) business days of Progress providing to Customer with its list of Third-Party Sub-Processors, Controller may object to such a change in writing if the new Third-Party 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.

6. Rights of Data Subjects

If Progress receives a request directly from Customer`s Data Subject to exercise one or more of their rights under Applicable Data Protection Laws, Progress will direct the Data Subject to Customer unless prohibited by law. Progress can, to the extent legally permitted or required, 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"). However, if Progress receives a Data Subject Request pertaining to data processing operation (s) for which Progress acts as independent controller Progress shall solely respond to the 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.

7. Personnel

Progress will ensure that its personnel and (as applicable) other persons authorized to Process Personal Data or 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 Third-Party 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 Subject Matter Expert or 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.

8. 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. Subject to mutual agreement, 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 II 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 provide commercially reasonable assistance to 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 applicable Data Protection Laws and Regulations, Progress shall provide commercially reasonable cooperation and assistance with 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 provide commercially reasonable cooperation with and assistance to Controller in fulfilling its obligations. Any reasonable costs associated with Progress's rendering the assistance required by this paragraph shall be borne by Customer.

9. Audit Rights

The parties agree that the audits described in Clause 8.9. (c) - (e) and Clause 13 (b) of the applicable module 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 or a summary copy of the relevant audit report (s) 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 purpose 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 object against the finding, remediate and/or rectify any issues identified within 30 days.

In terms of initial or annual due diligence or risk assessment questionnaires, Customer acknowledges and agrees that its requirements can be also satisfied by industry standard documentation including self-reporting mechanisms and assessments. In this case, Customer would not directly audit the Progress controls and/or request customer specific questionnaires unless the latter are required under the applicable Data Protection Laws and Regulations or requested by a competent data protection authority.

10. 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 the 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. Taking into account the nature of the processing and the information available to the Processor, the latter shall assist Controller in providing the information required for the notice to the supervisory authority and when applicable to the data subjects provided that the Controller determined such breach is likely to result in a risk, respectively high 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.

11. Retention and Disposition of Customer Data

Progress will return Customer Data which is processed on Customer behalf and/or, 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/or, 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 16 (d) of the Standard Contractual Clauses will be provided by Progress to the Customer only upon Customer's request.

For avoidance of doubt Progress may retain some Customer Data for which acts as an independent Controller and/or which is necessary for the management of the relationship between the parties, financial records, billing, and other information necessary for the audit, reporting, and legal and compliance purposes.

12. 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 the 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 include, 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 provide 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.

13. Product and Service Analyses

Progress may (i) compile statistical and other information related to the performance, operation and use of the product and/or the Services, and (ii) use data from the Services environment in a de-identified and/or 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 product and/or Service Analyses.

14. 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.

15. International Data Transfer; Standard Contractual Clauses

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

15.2. Transfers from EEA Countries and the United Kingdom.

15.2.1 Any transfer of Personal Data from the European Economic Area ("EEA"), United Kingdom or Switzerland 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 15.2 are complied with. For the avoidance of doubt, the restrictions of this Section 15.2 also govern onward transfers of Personal Data within the third country, or from the third country to another third country.

15.2.2. The transfer of Personal Data is permitted to a third country for which the European Commission has decided that such a 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; standard data protection clauses ("Standard Contractual Clauses") such as the European Commission approved Standard Clauses for the Transfer of Personal Data located outside the EEA incorporated by reference; or an approved certification mechanism or approved code of conduct within the meaning of Article 46(2)(e) and (f) of the GDPR. For the purposes of the UK DTA: (i) the Appendices or Annexes of the UK DTA shall be populated with the relevant information set out in the Annexes to this Addendum; and (ii) the UK DTA shall be governed by the laws of England and Wales and disputes shall be resolved before the courts of England and Wales. The EU SCC are recognized and shall apply for the data transfers originating from Switzerland. To the extent the EU SCC entered for the benefit of company affiliates in Switzerland, the Swiss courts are an alternative place of jurisdiction for data subjects habitually resident in Switzerland and the competent supervisory authority is Federal Data Protection and Information Commissioner (FDPIC) solely or in cooperation with the competent authority under the SCC.

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, United Kingdom 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.

15.2.3. Depending upon the Services, Customer and Progress may agree upon the location for storage of Personal Data based on the available locations where the Service is provided. Notwithstanding the foregoing, Progress may transfer Personal Data to the United States and/or to other third countries as necessary to perform the Services, and you appoint Progress to perform any such transfer in order to process Personal Data as necessary to provide the Services. Progress will follow the requirements of this DPA regardless of where such Personal Data is stored or Processed.

15.2.4. For data transfers from to any other country, parties agree to cooperate in good faith and to apply the relevant data transfer mechanism to the extent it is required by the applicable Data Protection Laws and Regulations.

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 EEA, United Kingdom and/or Switzerland that have purchased product and or/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 Contractual Clauses and this DPA, the Standard Contractual Clauses will prevail. For the avoidance of doubt, any provision of this DPA that merely goes beyond the clauses of the Standard Contractual 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 Contractual Clauses and applicable Data Protection Laws and Regulations.

16.   Customer Data Subject to the CCPA/CPRA

As used in this Section 16, "*Commercial Purpose*", "*Consumer*", "*Personal Information*", "*Sell*", and "*Service Provider*" have the meanings assigned to them in the CCPA/CPRA.

If Customer Data comprises Personal Data subject to the CCPA ("*CCPA/CPRA Covered Data*") or other US states which enacted comprehensive privacy laws with similar provisions, Progress is the Service Provider as determined by the law and, consistent with the requirements of the applicable law including CCPA/CPRA, shall not (a) Sell the CCPA/CPRA Covered Data or (b) retain, use or disclose the CCPA/CPRA Covered Data: (i) for any purpose, including any Commercial Purpose, other than the specific purpose of providing and supporting the Product or Service or (ii) outside of the Parties' direct business relationship, or (iii) for legally permitted business purposes under the CCPA/CPRA and its regulations as disclosed in the Progress Privacy Policy available on https://www.progress.com/legal/privacy-center as amended from time to time.

The Customer is responsible for responding to Consumer requests in relation to CCPA/CPRA Covered Data (each, a "*Consumer Request*"). If Progress receives a Consumer Request, then, to the extent legally permissible, Progress will advise the Consumer to submit the Consumer Request to the Customer. To the extent the Customer is unable through its use of the Product or Service to address a particular Consumer Request, Progress will, upon request and taking into account the nature of the CCPA/CPRA Covered Data, provide reasonable assistance in addressing the Consumer Request (provided that Progress is legally permitted to do so). Customer is responsible for verifying Consumer Requests in accordance with the CCPA/CPRA. If Progress receives Consumer Requests related to its own operations such as for example without limitation first party marketing, Progress can respond to the request directly to the Consumer.

17.   Customer Data Subject to LGPD

If Customer Data comprises Personal Data subject to the LGPD ("*LGPD Covered Data*"), then Customer Personal Data, as the term is used in Sections 2 through 15 of this DPA above, shall be deemed to include LGPD Covered Data.

18.   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 Annex I A. 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.

19.   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.

20. 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 Manhães*
DocuSigned by:
7A5EEE0F54C3450...

By: Bruno da Silva Manhaes

Title: Legal Representative

Date: February 3, 2025

Progress Software Gesellschaft mbH (Austria)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software E.A.D. (Bulgaria)

Signature: *Domenic LoCoco* *Anthony Folger*
Signed by: Signed by:
B9361EBDB1E64B7... D5144F7F5C0B42F...

By: Domenic LoCoco and Anthony Folger

Title: Director
February 4, 2025

Date: February 5, 2025

Progress Software Corporation

Signature: *Anthony Folger*
Signed by:
D5144F7F5C0B42F...

By: Anthony Folger

Title: Chief Financial Officer

Date: February 5, 2025

Progress Software Corporation of Canada Ltd.

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software N.V. (Belgium)

Signature: *Leendert Steendijk*
DocuSigned by:
749AEB0464464CD...

By: Leendert Steendijk

Title: Managing Director

Date: February 3, 2025

Flowmon Networks A.S. (Czech Republic)

Signature: _Leendert Steendijk_
DocuSigned by:
749AEB0464464CD...

By: Leendert Steendijk

Title: Director

Date: February 3, 2025

Progress Software A/S (Denmark)

Signature: _Leendert Steendijk_
DocuSigned by:
749AEB0464464CD...

By: Leendert Steendijk

Title: Director

Date: February 3, 2025

Progress Software S.A.S. (France)

Signature: _Domenic LoCoco_
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: President

Date: February 4, 2025

Progress Software Srl (Italy)

Signature: _Domenic LoCoco_
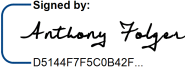Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software Oy (Finland)

Signature: _Anthony Folger_
Signed by:
D5144F7F5C0B42F...

By: Anthony Folger

Title: Director/Chairman of the Board

Date: February 5, 2025

Progress Software GmbH (Germany)

Signature: _Domenic LoCoco_
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software B.V. (Netherlands)

Signature: _Domenic LoCoco_
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software AS (Norway)

Signature: _Domenic LoCoco_
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Chairman

Date: February 4, 2025

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

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software Svenska AB (Sweden)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software Limited (UK)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software Corporation Limited (Hong Kong)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software SLU (Spain)

Signature: *Leendert Steendijk*
DocuSigned by:
749AEB0464464CD...

By: Leendert Steendijk

Title: Director

Date: February 3, 2025

Progress Software AG (Switzerland)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software Pty. Ltd. (Australia)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software Development Private Ltd. (India)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

15

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

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

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress Software Japan KK (Japan)

Signature: *Charles Pollak*
Signed by:
8A4F884FDD6146E...

By: Charles Pollak

Title: Representative Director

Date: February 3, 2025

Progress Software Technologies Limited
(Ireland)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

Progress (Shanghai) Software System Co., Ltd.
(China/Shanghai)

Signature: *Domenic LoCoco*
Signed by:
B9361EBDB1E64B7...

By: Domenic LoCoco

Title: Director

Date: February 4, 2025

APPENDIX 1

TO THE DATA PROCESSING ADDENDUM

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

MODULE in operation

☒ Module 1 – Controller – Controller

INFORMATION REQUIRED BY THE SCCS OPTIONAL CLAUSES.

☒ Module 2 – Controller – Processor

☒ Module 3 – Processor to Processor applicable when the Customer is data processor for its own customers

1. **Clause 7** (Docking clause) – Parties agree to apply the Docking clause;
2. **Clause 9 (a)** (Use of sub-processors) - Option 2 General Written Authorization shall apply and the time period for informing the data exporter of intended changes to the list of Sub-Processors shall be 14 days;
3. **Clause 11 (Redress)** - the optional wording in Clause 11 shall not apply;
4. **Clause 17 and Clause 18** (Governing law and Jurisdiction): The following option and choice of law shall apply in the following scenarios:
   a. **Option 2.** These clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third party beneficiary rights, they shall be governed by the law of Netherlands.

   b. **Switzerland only:** For the purpose of the SCC being entered into for the benefit of company affiliates in Switzerland, the Swiss courts are an alternative place of jurisdiction for data subjects habitually resident in Switzerland.

ANNEX I

A.   **LIST OF PARTIES**

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

1. Name: _____

Address: _____

Contact person's name, position and contact details: _____

_____

Activities relevant to the data transferred under these Clauses: The data exporter may, at its sole discretion transfer Personal Data to the data importer through its use of the software products and services licensed for its use by the data importer.

Signature and date: _____

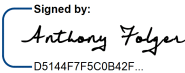Role (controller/processor): …………………………..

2. _____

Data importer(s):

1. Name: Progress Software Corporation

Address: 15 Wayside Road, Suite 400, Burlington, MA 01803

Contact person's contact details: Email: privacy@progress.com, , Address as above.

Activities relevant to the data transferred under these Clauses: 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.

Signed by:

Anthony Folger

D5144F7F5C0B42F...

February 5, 2025

Signature and date: _____

Role (controller/processor): Controller for Module 1, Processor for Module 2 or 3 as applicable.

18

B.   **DESCRIPTION OF TRANSFER/PROCESSING**

Categories of data subjects whose personal data is transferred/processed:

Customer/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 personal data transferred/processed

Customer/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

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into
consideration the nature of the data and the risks involved, such as for instance strict purpose limitation,
access restrictions (including access only for staff having followed specialised training), keeping a record
of access to the data, restrictions for onward transfers or additional security measures.*

Data exporter may submit sensitive data to the Service, the extent of which is determined and
controlled by the data exporter in its sole discretion if this is relevant for the product or service in use,
and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin,
political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data
concerning health or sex life.
Information about security measures and safeguards is available at https://www.progress.com/trust-
center
Data importer will not ask for, and data exporter will not transfer or otherwise provide, sensitive data to
data importer.

By default, Customer Personal Data must not contain sensitive personal data, unless necessary for the provision of the service.

The frequency of the transfer/processing (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous basis during the term of the Agreement, at the discretion of the data exporter.

Nature of the processing and Purpose(s) of the data transfer and further processing

Progress will process Customer Personal Data to the extent this is necessary to provide the products, services and the related technical support or professional services in accordance with the applicable Agreement and/or Statement of Work. Additional information regarding the nature of Processing (including transfer) is described in the respective Agreement, Statement of Work or Order for the relevant product and service and the product documentation referring to the technical capabilities and features including but not limited to collection, structuring, storage, transmission or otherwise making available.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Duration of the Agreement, subject to any post-termination provisions relating to the return or destruction of Customer Data set out in the Agreement.

For the operations where Progress is acting as independent controller personal data may be retained as long as necessary for legal, regulatory, contract management and archive purposes, financial reporting, audit, and history of the business relationship. The criteria used to determine the retention period are statutory requirements to retain data and limitation periods in the respective jurisdiction and determined legitimate business need.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Detailed list of Sub-Processors, available on request or to be further published on https://www.progress.com.

C.   **COMPETENT SUPERVISORY AUTHORITY**
As identified under Clause 13 or, if no Supervisory Authority is identified under that Clause, the Netherlands.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Progress shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as detailed at https://www.progress.com/trust-center.

Progress regularly monitors compliance with these safeguards. Progress will not materially decrease the overall security of the Service during a term of an Agreement.
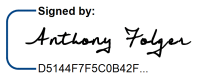
ANNEX III

LIST OF SUB-PROCESSORS

A list of Sub-Processors for the Products/Services made available by Progress to Customer is available on request or as to be further published on https://www.progress.com.

ANNEX IV

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part I: Tables

    a.   **Table 1: Parties**

Start date	As of the Effective Date of the Terms of Service/End User License Agreement between the Parties	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Annex I to the DPA is incorporated by reference	Annex I to the DPA is incorporated by reference
Key Contact		privacy@progress.com
Signature (if required for the purposes of Section 2)	_____ Date:	_____ February 5, 2025 Date: Signed by: *Anthony Folger* D5144F7F5C0B42F...

    b.   **Table 2: Selected SCCs, Modules and Selected Clauses**

Addendum EU SCCs	☐ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or ☒ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:					
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	Yes	No	N/A	N/A	N/A	N/A

2	Yes	No	No	General	14 days prior notice	No
3	Yes (if applicable)	No	No	General	14 days prior notice	N/A
4	No	N/A	N/A	N/A	N/A	N/A

c. Table 3: Appendix Information

"**Appendix Information**" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: as per Annex I.A to the DPA
Annex 1B: Description of Transfer: as per Annex I.B to the DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: as per Annex II to the DPA
Annex III: List of Sub processors (Modules 2 and 3 only): as per Annex III to the DPA

d. Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☒Importer ☒Exporter ☐neither Party

Part 2: Mandatory Clauses
Entering into this Addendum
1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum
3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights,

	which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy
9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:

a.   together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;

b.   Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and

c.   this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.

13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.

14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.

15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:

a.   References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;

b.   In Clause 2, delete the words: "and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";

c.   Clause 6 (Description of the transfer(s)) is replaced with: "The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";

d.   Clause 8.7(i) of Module 1 (if applicable) is replaced with:
"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";

e.   Clause 8.8(i) of Modules 2 and 3 is replaced with: "the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"

f.   References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;

g.   References to Regulation (EU) 2018/1725 are removed;

h.   References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";

i.   The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one is not applicable, intentionally left blank;

j.   Clause 13(a) and Part C of Annex I are not used;

k.   The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";

l.   In Clause 16(e), subsection (i) is replaced with: "the Secretary of State makes regulations

pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;";

m.   Clause 17 is replaced with: "These Clauses are governed by the laws of England and Wales.";

n.   Clause 18 is replaced with: "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."; and

o.   The footnotes to the Approved EU SCCs do not form part of the Addendum.

Amendments to this Addendum

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved Addendum which:

   a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or

   b. reflects changes to UK Data Protection Laws;

   The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

   a. its direct costs of performing its obligations under the Addendum; and/or

   b. its risk under the Addendum, and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

Alternative Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

The agreement has been entered into on the date stated at the beginning of it.