

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934**

**January 16, 2020**

Date of Report (Date of earliest event reported)

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**Progress Software Corporation**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**0-19417**

(Commission file number)

**04-2746201**

(I.R.S. Employer Identification No.)

**14 Oak Park**

**Bedford, Massachusetts 01730**

(Address of principal executive offices, including zip code)

**(781) 280-4000**

(Registrant's telephone number, including area code)

**Not applicable**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, \$0.01 par value per share</b>	<b>PRGS</b>	<b>The Nasdaq Stock Market LLC</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On January 16, 2020, Progress Software Corporation (the “Company”) announced that Paul Jalbert will retire as Chief Financial Officer of the Company on January 31, 2020. The Company also announced the appointment of Anthony Folger to succeed Mr. Jalbert as Chief Financial Officer, beginning January 31, 2020.

Prior to joining the Company, Mr. Folger, age 48, was Chief Financial Officer and Treasurer of Carbonite, Inc., a publicly-held provider of backup, disaster recovery, high availability and workload migration solutions, from January 2013 until Carbonite was acquired by OpenText Corporation in late December 2019. As Chief Financial Officer, Mr. Folger was responsible for overseeing Carbonite’s customer facing and business operations including customer support, data center operations, finance, investor relations, corporate development, information technology, business analytics and human resources. Prior to that time, from June 2006 to December 2012, Mr. Folger held senior leadership positions at Acronis AG, a provider of backup, disaster recovery and secure access solutions, including Chief Financial Officer from October 2008 to December 2012.

### ***Mr. Folger’s Employment Agreement and ERMA***

In connection with his appointment as Chief Financial Officer, on January 16, 2020, the Company and Mr. Folger entered into an employment agreement, effective January 31, 2020, setting forth Mr. Folger’s compensation and certain other employment terms. Pursuant to this employment agreement, Mr. Folger will be paid a base salary of \$400,000 per year and he will be eligible to participate in the Company’s Corporate Bonus Plan at an aggregate annual target rate equal to 65% of his base salary, or \$260,000.

Under the employment agreement, at the next quarterly meeting of the Compensation Committee of the Board of Directors following his start date, Mr. Folger will be issued an annual equity award with a value of \$1,600,000, with (i) 50% of this equity award consisting of performance share units (“PSUs”) under the Company’s Long Term Incentive Plan (“LTIP”) applicable to executive officers, with half of the PSUs to be earned based on the Company’s relative total shareholder return and the other half based on the Company’s cumulative operating income, in each case over a three-year performance period ending on November 30, 2022, (ii) 30% of this equity award consisting of restricted stock units (“RSUs”), and (iii) 20% of this equity award consisting of stock options. Subject to continued employment, the RSUs will vest in equal installments semi-annually over three years, with the first such vest to occur on October 1, 2020 and the remaining installments vesting every six months thereafter. Subject to continued employment, the stock options will vest in equal installments semi-annually over four years, with the first such vest to occur on October 1, 2020 and the remaining installments vesting every six months thereafter.

Mr. Folger’s employment agreement also provides that in the event that his employment is terminated as a result of an “Involuntary Termination” (as defined below), he will be eligible to receive the following severance and other benefits: (a) the payment of cash severance equal to 12 months of total target cash compensation as of the date of termination, which will be paid over 12 months, (b) the continuation, for a period of 12 months, of benefits that are substantially equivalent to the benefits (medical, dental, vision and life insurance) that were in effect immediately prior to termination, and (c) 12 months of acceleration of unvested stock options and RSUs. No PSUs (including PSUs under the LTIP), and no other RSUs (except those described above), will vest or be accelerated.

Receipt of the severance and benefits is subject to the execution of a standard separation and release agreement, which will also include non-competition and related covenants. The non-competition covenant will be in effect for the duration of the period in which severance and other benefits are paid. The non-competition covenant relates to certain businesses with similar product areas and activities as the Company.

The Company and Mr. Folger also entered into an Employee Retention and Motivation Agreement (the “ERMA”), effective as of January 31, 2020, which provides that, immediately following a change in control (as defined in the ERMA), Mr. Folger will be entitled to (a) 12 months of acceleration of unvested stock options and RSUs, subject to certain exceptions and (b) the payment of his annual target cash bonus on a pro-rata basis with respect to the elapsed part of the relevant fiscal year. The ERMA also provides that, if Mr. Folger’s employment is terminated as a result of an Involuntarily Termination within 12 months following a change in control, he will be entitled to receive the following compensation and benefits: (a) a lump sum payment equal to 15 months of his total target cash compensation, (b) the continuation, for a period of 15 months, of benefits that are substantially equivalent to the benefits (medical, dental, vision and life insurance) that were in effect immediately prior to termination, and (c) 12 months of acceleration of unvested stock options and RSUs.

An “Involuntary Termination” is defined in both the employment agreement and the ERMA as a termination of employment by the Company other than for “Cause” (as defined in the agreements), disability or death or a termination by Mr. Folger as a result of certain events occurring without his consent such as an assignment to him of duties, a significant reduction of his duties, either of which is materially inconsistent with his position prior to the assignment or reduction, or the removal of Mr.

Folger from such position, a material reduction in Mr. Folger's base salary or target bonus, a relocation of Mr. Folger to a facility or location more than fifty miles from his then present location or a material breach of the employment agreement by the Company.

The foregoing descriptions of Mr. Folger's employment agreement and Mr. Folger's ERMA are qualified in their entirety by reference to the full text of such agreements, which are filed as Exhibits 10.1 and 10.2 to this Form 8-K, respectively, and are incorporated by reference herein.

Except as described above, there are no arrangements or understandings between Mr. Folger and any other person pursuant to which he was appointed to his new position. There are no family relationships between Mr. Folger and any of the Company's directors or executive officers, nor is the Company aware, after inquiry of Mr. Folger, of any related-person transaction or series of transactions required to be disclosed under the rules of the Securities and Exchange Commission.

#### **Mr. Jalbert's Retirement**

Following Mr. Jalbert's retirement as Chief Financial Officer, Mr. Jalbert will remain with the Company until April 2, 2020 in order to assist Mr. Folger in the transition. Pursuant to a Transition Letter, dated January 16, 2020, between Mr. Jalbert and the Company, during the period beginning February 1, 2020 and ending April 2, 2020, the Company will pay Mr. Jalbert a base salary of \$10,000 per month for his services, Mr. Jalbert will continue to participate in the benefit arrangements of the Company and Mr. Jalbert's unvested equity awards will continue to vest in accordance with the terms and conditions of such awards. Additionally, all unvested stock options and unvested restricted stock units held by Mr. Jalbert that would otherwise vest on October 1, 2020 will accelerate and become fully exercisable as of April 2, 2020. No other PSUs (including PSUs under the LTIP), RSUs or stock options (except those described above) will vest or be accelerated.

#### **Item 7.01 Regulation FD Disclosure.**

On January 16, 2020, the Company issued a press release announcing the retirement of Mr. Jalbert and the appointment of Mr. Folger, a copy of which is attached hereto as Exhibit 99.1.

#### **Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1*	<a href="#">Employment Agreement, dated January 16, 2020, by and between Progress Software Corporation and Anthony Folger</a>
10.2	<a href="#">Employee Retention and Motivation Agreement, effective January 31, 2020, by and between Progress Software Corporation and Anthony Folger</a>
99.1	<a href="#">Press Release issued by Progress Software Corporation dated January 16, 2020</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* Pursuant to Item 601(a)(5) of Regulation S-K, exhibits and schedules to this Exhibit have been omitted. The registrant hereby agrees to furnish supplementally a copy of any omitted exhibit or schedule to the SEC upon request.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 17, 2020

Progress Software Corporation

By: /s/ Stephen H. Faberman

Stephen H. Faberman

Chief Legal Officer

## EXECUTIVE EMPLOYMENT AGREEMENT

**THIS EXECUTIVE EMPLOYMENT AGREEMENT** (this "Agreement") is made as of the 16<sup>th</sup> day of January 2020, between Progress Software Corporation, a Delaware corporation with a principal place of business at 14 Oak Park, Bedford, Massachusetts 01730 (the "Company"), and Anthony Folger, an individual residing at 4 Settlers Lane, Wenham, Massachusetts 01984 ("Executive").

### RECITALS

A. The Board of Directors of the Company (the "Board") has determined that it is in the best interest of the Company and its stockholders for Executive to become Chief Financial Officer of the Company on the Commencement Date (as defined below), and Executive has agreed to do so.

B. The Board has determined that it is in the best interest of the Company and its stockholders to enter into this Agreement setting forth the terms and conditions of Executive's employment with the Company as Chief Financial Officer.

C. Executive accepts the terms of the Agreement.

D. Certain capitalized terms used in this Agreement are defined in Section 9 below.

In consideration of the mutual covenants herein contained and in consideration of the continuing employment of Executive by the Company, the parties agree as follows:

#### 1. Duties and Scope of Employment.

(a) Position and Duties. Effective January 31, 2020 (the "Commencement Date"), the Company will employ Executive as Chief Financial Officer of the Company, reporting to the Company's Chief Executive Officer. Executive will render such business and professional services in the performance of his duties commensurate with his title and position, as are reasonably assigned to him by the Chief Executive Officer. The period of Executive's employment under this Agreement is referred to herein as the "Employment Period."

(b) Obligations. During the Employment Period, Executive will devote Executive's full business time and best efforts to the business of the Company. Executive will at all times comply with the Company's Code of Conduct and Business Ethics. During the Employment Period, Executive will not engage in any employment, occupation, consulting or other similar activity without the Company's prior written consent; provided, however, that Executive may (i) serve in any capacity (consistent with position and duties) with any professional, community, industry, civic (including governmental boards), educational, charitable, or other non-profit organization, (ii) serve on any for-profit entity board, with the Company's prior written consent, and (iii) subject to the Company's Code of Conduct and Business Ethics, make investments in other businesses and manage

Executive's and Executive's family's personal investments and legal affairs; provided that any such activities described in clauses (i)-(iii) above do not interfere with the performance of Executive's duties for the Company and do not otherwise violate this Agreement or any other written agreement between the Company and Executive.

2. At-Will Employment. Executive and the Company agree that Executive's employment with the Company constitutes "at-will" employment. Executive and the Company acknowledge that this employment relationship may be terminated at any time, upon written notice to the other party, with or without good cause or for any or no cause, at the option either of the Company or Executive. However, as described in this Agreement, Executive shall be entitled to severance benefits in accordance with the terms of this Agreement.

(a) Notice of Termination. In the case of termination of Executive's employment by the Company for any reason, such termination may be effective immediately or upon such future date as may be specified by the Company. In the case of Executive's voluntary resignation (which is not an Involuntary Termination), Executive shall provide the Company with not less than 90 days' prior notice, which may be waived by the Company in its sole discretion (in which case the voluntary resignation shall be effective immediately or upon a date specified by the Company), provided that the Company shall pay and provide Executive his continued salary and employee benefits during any such waived period and Executive's unvested equity awards shall continue to vest. In the case of an Involuntary Termination, Executive's employment with the Company shall terminate on the 31st day following notice from Executive under Section 9(c)(ii) below (which may be accelerated by the Company in its sole discretion to the date that such notice is given).

(b) Other Offices Held. Executive agrees to resign from all positions that he holds with the Company or any affiliate, including, without limitation, his positions as an officer or director of the Company or of any affiliate of the Company, immediately following the termination of his employment if the Company so requests. Executive hereby irrevocably appoints the Company to be his attorney-in-fact to execute such documents and to take such actions in his name and on his behalf that may be necessary to effect Executive's resignation and removal as a director and officer of the Company or any affiliate, should Executive fail to resign following a request from the Company to do so. A written notification signed by a director or duly authorized officer of the Company that any instrument, document or act falls within the appointment of authority conferred by this paragraph (b) will be conclusive evidence that it does so. The Company will prepare any documents, pay any filing fees, and bear any other expenses related to this paragraph.

3. Compensation.

(a) Base Salary. During the Employment Period, Executive will be paid an annual base salary of \$400,000.00 as compensation for his services (the "Base Salary"), payable on regular pay dates of the Company and subject to applicable employment tax, income tax and other customary

withholdings. The Base Salary shall be reviewed for adjustment by the Company no less frequently than annually, and the Company may increase, but shall not decrease, Executive's Base Salary. If adjusted, such adjusted amount will become the Base Salary for all purposes under this Agreement.

(b) Annual Bonus. Executive will be entitled to participate in the Company's Corporate Bonus Plan at an annual (fiscal year) target bonus of 65% of the Base Salary (the "Target Bonus"). For the fiscal year 2020 (ending November 30, 2020), the Target Bonus will be pro-rated from the Commencement Date until November 30, 2020. Target Bonuses will be payable upon achievement of performance goals established in good faith by the Compensation Committee of the Board (the "Committee") similar to the goals applicable to other executive officers of the Company. Bonuses, if any, will accrue and become payable in accordance with the Committee's standard practices for paying executive incentive compensation.

(c) Equity Compensation. Subject to the terms below, Executive will be granted equity awards consisting of the following—

(i) Annual RSU Award. Subject to the approval of the Committee at the next regularly scheduled Committee meeting following the Commencement Date (but not later than March 31, 2020), Executive will be awarded restricted stock units with a value as of the grant date of \$480,000 (the "Annual RSU Award"). Subject to continued employment, the Annual RSU Award will vest in equal installments semi-annually over three years, with the first such vest occurring on October 1, 2020, and the remaining installments vesting every six months thereafter. The RSU Award will otherwise be subject to the Company's then standard terms and conditions for executive RSU awards, except as otherwise provided in this Agreement or in the ERMA.

(ii) Annual Stock Option Award. Subject to the approval of the Committee at the next regularly scheduled Committee meeting following the Commencement Date (but not later than March 31, 2020), Executive shall be awarded stock options with a value as of the grant date of \$320,000 (the "Annual Option Award"). The Annual Option Award will have an exercise price equal to the closing price of the Company's common stock on the NASDAQ Global Stock Market on the date of grant. Subject to continued employment, the Annual Option Award vest in equal installments semi-annually over four years, with the first such vest occurring on October 1, 2020, and the remaining installments vesting every six months thereafter. The Annual Option Award will otherwise be subject to the Company's then standard terms and conditions for executive stock option awards, except as otherwise provided in this Agreement or in the ERMA.

(iii) Long Term Incentive Plan. Subject to the approval of the Compensation Committee of the Board of Directors at the next regularly scheduled Compensation Committee meeting following the Commencement Date (but not later than March 31, 2020), Executive shall be added as a participant under the Company's Long Term Incentive Plan applicable to executive officers of the Company (the "LTIP") and, in accordance therewith, shall be awarded performance

share units (“PSUs”) under the LTIP with respect to fiscal year 2020 with a value as of the grant date of \$800,000 (the “LTIP Award”). The LTIP Award will be subject to the LTIP and will be earned based on the Company’s relative total shareholder return (50% weighting) and cumulative operating income (50% weighting) over the three-year period ending November 30, 2022.

(d) Future Equity Awards. Executive shall be eligible for additional future equity awards as customarily granted to executive officers in the sole discretion of the Compensation Committee of the Board of Directors. Such other awards, if any, will be granted at the same time as annual awards are granted to other executive officers of the Company.

4. Employee Benefits. During the Employment Period, Executive will be eligible to participate in all Company employee benefit plans, policies, and arrangements that are applicable to other executive officers of the Company, as such plans, policies, and arrangements may be in effect from time to time, and subject to the terms thereof.

5. Expenses. The Company will reimburse Executive for reasonable travel, entertainment, and other business expenses incurred by Executive in the furtherance of the performance of Executive’s duties hereunder, in accordance with the Company’s expense reimbursement policy as in effect from time to time.

6. Indemnification. The Company agrees that if Executive is made a party, or is threatened to be made a party or witness, to any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that Executive is or was a director, officer or employee of the Company or is or was serving at the request of the Company as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to Company benefit plans, whether or not the basis of such Proceeding is Executive’s alleged action in an official capacity while serving as a director, officer, member, employee or agent, Executive will be indemnified and held harmless by the Company to the fullest extent legally permitted or authorized by the Company’s certificate of incorporation or bylaws or resolutions of the Board, or by the laws of the State of Delaware, against all costs, expenses, liabilities and losses (including attorneys’ fees, judgments, fines, excise taxes under the Employee Retirement Income Security Act of 1974 or the Internal Revenue Code of 1986, as amended (the “Code”), or penalties and amounts paid or to be paid in settlement) incurred or suffered by Executive in connection therewith, and such indemnification will continue as to Executive even if Executive has ceased to be a director, officer, member, employee or agent of the Company or other entity and will inure to the benefit of Executive’s heirs, successors, personal representatives, assigns, executors and administrators. The Company shall cause Executive to be designated as a “Covered Person” under the Company’s Directors and Officers Liability Insurance Policy for actions taken during the Employment Period.

7. Severance. Simultaneously with the execution of this Agreement, Executive and the Company are also entering into an Employee Retention and Motivation Agreement (the “ERMA”), which provides Executive with certain benefits upon a “Change of Control” (as defined therein). Section 8(b) below shall be applicable in the event an Involuntary Termination (as defined below) occurs under circumstances other than those circumstances under which the ERMA shall be applicable. In the event an Involuntary Termination occurs during the term of this Agreement in circumstances under which the ERMA shall be applicable, any and all severance and other separation benefits to be paid to Executive shall be governed by the terms and conditions of the ERMA and not Section 8(b) below.

8. Termination Benefits; Severance.

(a) If Executive’s employment is terminated by the Company or Executive for any reason or no reason (except as stated in (ii) below), then Executive shall be entitled to the following:

(i) All accrued but unpaid Base Salary through the Termination Date, to be paid in a lump sum cash payment within thirty (30) days following the Termination Date or sooner if required by law;

(ii) Except in the event that Executive’s employment is terminated for Cause, any bonus compensation awarded for the fiscal year preceding that in which the termination occurs, but unpaid on the Termination Date, to be paid and provided in accordance with Section 3(b) above;

(iii) Any unpaid or unreimbursed business expenses incurred and documented in accordance with the Company’s expense reimbursement policy then in effect by Executive, to the extent incurred during the Employment Period, to be paid in a lump sum cash payment within thirty (30) days following the Termination Date; and

(iv) Any accrued but unpaid benefits provided under the Company’s employee benefit plans, to be paid and provided in accordance with the terms of the applicable plan.

(b) Involuntary Termination. Subject to Section 7 above, if Executive’s employment is terminated as a result of an Involuntary Termination and such termination also constitutes a “separation from service” within the meaning of Section 409A of the Code, then Executive shall be entitled to the following:

(i) For a period of twelve (12) months after the Termination Date, the Company will pay an amount equal to Executive’s total Target Compensation in equal installments over such twelve months in accordance with the Company’s normal payroll practices and procedures and subject to all applicable deductions and withholdings. Such payments shall commence on the

first payroll date that occurs thirty (30) days or more after the Termination Date. Solely for purposes of Section 409A of the Code, each installment payment is considered a separate payment.

(ii) For a period of twelve (12) months after the Termination Date, the Company shall be obligated to provide Executive with benefits that are substantially equivalent to Executive's benefits (medical, dental, vision and life insurance) that were in effect immediately prior to the Involuntary Termination.

(iii) All unvested stock options held by Executive which were granted prior to the Termination Date under the Company's stock option or equity incentive plans which would otherwise vest and become fully exercisable during the twelve-month period following the Termination Date shall instead accelerate and become fully exercisable as of the Termination Date. Unvested stock options that do not vest as a result of this subparagraph will be cancelled on the Termination Date.

(iv) All shares of restricted equity ("RSUs") held by Executive which were granted prior to the Termination Date under the Company's stock option or equity incentive plans which would otherwise become fully vested, nonforfeitable and not subject to any restrictions during the twelve-month period following the Termination Date shall instead become fully vested, nonforfeitable and not subject to any restrictions as of the Termination Date. No performance share units ("PSUs"), including PSUs relating to performance in the fiscal year in which the Termination Date occurs or under the LTIP, and no RSUs (except those that would otherwise vest during the twelve months after the Termination Date), shall vest or be accelerated as a result of this subparagraph. Unvested RSUs that do not vest as a result of this subparagraph and PSUs, including those PSUs relating to performance in the fiscal year in which the Termination Date occurs or under the LTIP, will be cancelled on the Termination Date.

(v) Anything in this Agreement to the contrary notwithstanding, if, during the Employment Period, the Company shall maintain a severance plan then applicable to members of the Company's executive officers providing severance benefits greater than those provided in this Section 8(b) with respect to an Involuntary Termination, then Executive shall be entitled to such greater severance benefits.

(vi) Anything in this Agreement to the contrary notwithstanding, if at the time of Executive's separation from service (within the meaning of Section 409A of the Code), Executive is considered a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, and if any payment that Executive becomes entitled to under this Agreement is considered deferred compensation subject to interest and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, then no such payment shall be payable prior to the date that is the earliest of (A) six months after Executive's "separation from service" (within the meaning of Section 409A of the Code), (B) Executive's death,

or (C) such other date as will cause such payment not to be subject to such interest and additional tax. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The parties agree that this Agreement may be amended, as reasonably requested by either party and as may be necessary to comply fully with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(c) Voluntary Resignation. If Executive's employment terminates by reason of Executive's voluntary resignation (which is not an Involuntary Termination), then Executive shall not be entitled to receive any severance payments or other benefits except for such benefits (if any) as specified in Section 8(a) above or as specifically required by applicable law, and the Company shall have no obligation to provide for the continuation of any health and medical benefit or life insurance plans in effect on the date of such termination, other than as specifically required by applicable law.

(d) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability, or Executive's employment is terminated due to the death of Executive, then Executive shall not be entitled to receive any severance payments or other benefits except for those (if any) as may then be established under the Company's severance guidelines and benefit plans in effect at the time of such Disability or death.

(e) Termination for Cause. If the Company terminates Executive's employment for Cause, then Executive shall not be entitled to receive any severance payments, bonus payments, or other benefits following the date of such termination, other than such payments and benefits as specified in Section 8(a) above or as specifically required by applicable law, and the Company shall have no obligation to provide for the continuation of any health and medical benefit or life insurance plans in effect on the date of such termination, other than as specifically required by applicable law.

9. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Cause. "Cause" shall mean (i) any act of personal dishonesty taken by Executive in connection with his responsibilities as an employee and intended to result in substantial personal enrichment of Executive; (ii) the conviction of a felony; (iii) a willful act by Executive which constitutes gross misconduct and which is injurious to the Company; (iv) material breach of a material provision of this Agreement or of the Proprietary Information Agreement (which is not cured within 30 days following notice); or (v) continued violations by Executive of his obligations as an employee of the Company which are demonstrably willful and deliberate on Executive's part after there has been delivered to Executive a written demand for performance from the Company

which describes the basis for Company's belief that Executive has not substantially performed his duties.

(b) Disability. "Disability" shall mean that Executive has been unable to perform his duties as an employee of the Company as the result of incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to Executive or Executive's legal representative (such agreement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his duties as an employee of the Company before termination of his employment becomes effective, the notice of intent to terminate shall automatically be deemed to have been revoked.

(c) Involuntary Termination "Involuntary Termination" shall mean that either (i) that the Company has terminated Executive's employment other than for Cause, Disability or Executive's death, or (ii) that the conditions set forth in of subsections (i), (ii) and (iii) below have all occurred:

(i) Any of the following "Events" occurs without Executive's prior written consent during the term of this Agreement:

(A) the (x) assignment to Executive of any duties or the significant reduction of Executive's duties, either of which is materially inconsistent with Executive's position with the Company and responsibilities in effect immediately prior to such assignment, or (y) the removal of Executive from such position and responsibilities, which is not effected for Disability or for Cause;

(B) a material reduction by the Company in the Base Salary and/or Target Bonus of Executive as in effect immediately prior to such reduction;

(C) the relocation of Executive to a facility or a location more than fifty (50) miles from Executive's then present location, without Executive's express written consent;

(D) any purported termination of Executive by the Company which is not effected for death or disability or for Cause, or any purported termination for Cause for which the grounds relied upon are not valid; or

(E) A material breach of this Agreement by the Company.

(ii) Within sixty (60) days after the first occurrence of an Event described in Sections 8(c)(i)(A)(y), (B), (C), (D), or (E) or within 120 days of an Event described in Sections

8(c)(i)(A)(x), Executive provides written notice to the Company describing with reasonable specificity the Event and stating his intention to resign from employment due to such Event; and

(iii) Either the Company does not cure, or cause to be cured, such Event within thirty (30) days after receipt of Executive's notice or the Company in its sole discretion concedes the occurrence of such Event and gives notice that it does not intend to cure such Event.

(d) Target Compensation. "Target Compensation" shall mean the sum of Executive's Base Salary and Target Bonus. For the avoidance of doubt, Target Bonus shall mean the annual bonus which Executive is eligible to earn in a fiscal year irrespective of whether such annual bonus is actually earned for such fiscal year.

(e) Termination Date. "Termination Date" shall mean the date Executive's employment with the Company terminates.

10. Conditions to Receipt of Severance. The Company's obligation to pay any severance pursuant to Section 8(b) will be subject to the performance by Executive of his obligations as follows:

(a) Separation Agreement and Release of Claims. Executive shall sign and return to the Company (without revoking) a standard separation agreement and release of claims (in a form substantially identical to the agreement attached hereto as Exhibit A), by the deadline specified therein, which shall in all events be no later than the thirtieth (30th) day following the Termination Date. The Company will have no obligation to make any payment under Section 8(b) or otherwise except as specifically required by law until it has received an effective separation and release of claims agreement.

(b) Breach of Obligations. Anything to the contrary contained herein notwithstanding, but except solely as specifically required by applicable law, in the event that Executive materially breaches the separation agreement and release of claims or the Proprietary Information Agreement, the Company: (i) shall have no obligation to make any further payments under Section 8(b) above, or to otherwise pay any severance or benefits otherwise owed under this Agreement following the termination of Executive's employment (and all such obligations shall be terminated), and (ii) shall have the full and unfettered right to recover from Executive all payments that may have been made under Section 8(b) above, and all severance or severance benefits otherwise paid under this Agreement following the termination of Executive's employment. The termination under this paragraph of the Company's payment obligations or its recovery of amounts paid shall have no effect on Executive's continuing obligations under this Agreement, the separation agreement and release of claims or the Proprietary Information Agreement.

11. Successors.

(i) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) or to all or substantially all of the Company's business and/or assets shall assume the obligations under (and be entitled to the benefits of and to enforce) this Agreement and shall expressly agree to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers an assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.

(ii) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributes, devisees and legatees.

12. Notice.

(a) General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Chief Legal Officer.

(b) Notice of Termination by the Company. Any termination by the Company of Executive's employment with the Company shall be communicated by notice given to Executive in accordance with Section 12(a) of this Agreement. Such notice shall specify the termination date and whether the termination is considered by the Company to be for Cause as defined in Section 9(a) in which case the Company shall identify the specific subsection(s) of Section 9(a) asserted by the Company as the basis for the termination and shall set forth in reasonable detail the facts and circumstances relied upon by the Company in categorizing the termination as for Cause.

13. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed in writing and signed by Executive and by an

authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or non-compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision of the same condition or provision at another time.

(c) Entire Agreement. This Agreement, the ERMA and the Proprietary Information Agreement represent the entire agreement of the Company and Executive and will supersede any and all previous term sheets, negotiations, memoranda, contracts, arrangements, discussions or understandings between the Company and Executive.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties each hereby (i) agree that all legal proceedings arising out of or in connection with this Agreement shall be brought, and (ii) irrevocably consent and agree to the exercise of personal jurisdiction, exclusively in the appropriate state and federal courts within the Commonwealth of Massachusetts.

(e) Severability. The invalidity or enforceability of any provisions or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by final and binding arbitration in Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

(g) No Assignment of Benefits. The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this subsection (g) shall be void.

(h) Employment Taxes. All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(j) Acknowledgment. Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

(k) No Conflict of Interest. Executive confirms that Executive has fully disclosed to the Company, to the best of his knowledge, all circumstances under which Executive, Executive's immediate family and other persons who reside in Executive's household have or may have a conflict of interest with the Company. Executive further agrees to fully disclose to the Company any such circumstances that might arise during Executive's employment upon Executive's becoming aware of such circumstances.

(l) Other Agreements. Executive hereby represents that his performance of all the terms of this Agreement and the performance of Executive's duties as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Executive in confidence or in trust prior to employment with the Company. Executive also represents that he is not a party to or subject to any restrictive covenants, legal restrictions, policies, commitments or other agreements in favor of any entity or person that would in any way preclude, inhibit, impair or limit Executive's ability to perform his obligations under this Agreement, including noncompetition agreements or nonsolicitation agreements, and Executive further represents that his performance of the duties and obligations under this Agreement does not violate the terms of any agreement to which Executive is a party.

(m) Legal Expenses. In the event Executive prevails in an action or proceeding brought to enforce the terms of this Agreement or to enforce and collect on any non-de minimis judgment entered pursuant to this Agreement, Executive shall be awarded all costs and reasonable attorney's fees.

(n) No Oral Modification, Waiver, Cancellation or Discharge. This Agreement may only be amended, canceled or discharged or any obligations thereunder waived through a writing signed by Executive and a representative of the Company.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the date first above written.

**PROGRESS SOFTWARE CORPORATION**

By: /s/ Stephen H. Faberman

Name: Stephen H. Faberman

Title: Chief Legal Officer

**EXECUTIVE**

/s/ Anthony Folger

Anthony Folger

**EMPLOYEE RETENTION AND MOTIVATION AGREEMENT**  
**(Amended and Restated as of December 31, 2008)**

This agreement (the “Agreement”) is effective as of January 31, 2020 (the “Agreement Date”) by and between Anthony Folger (the “Covered Person”) and Progress Software Corporation, a Delaware corporation (the “Company”).

**R E C I T A L S**

- A. The Covered Person is being retained as an employee or officer of the Company in a role that is important to the continued conduct of the Company’s business and operations.
- B. The Board of Directors of the Company (the “Board”) has determined that it is in the best interest of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of the Covered Person, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined below) of the Company.
- C. The Board believes that it is imperative to provide the Covered Person with certain benefits following a Change of Control and certain severance benefits upon the Covered Person’s termination of employment following a Change in Control.
- D. In order to accomplish the foregoing objectives, the Board has directed the Company, upon execution of the Agreement by the Covered Person, to commit to the terms provided herein.
- E. The Covered Party accepts the terms of the Agreement.
- F. Certain capitalized terms used in this Agreement are defined in Section 4 below.

In consideration of the mutual covenants herein contained and in consideration of the continuing employment of the Covered Person by the Company, the parties agree as follows:

1. Term of Employment The Company and the Covered Person acknowledge that the Covered Person’s employment is at will, as defined under applicable law, except as may otherwise be provided under the terms of any written employment agreement between the Company and the Covered Person, that is signed on behalf of the Company now or hereafter in effect. If the Covered Person’s employment terminates for any reason, the Covered Person shall not be entitled to any payments, benefits, damages, awards or compensation (collectively, “recompense”) other than the maximum recompense as provided by one of the following: (i) this Agreement, or (ii) any written employment agreement then in effect between the Covered Person and the Company, or (iii) the Company’s existing severance guidelines and benefit plans which are in effect at the time of termination, or (iv) applicable statutory provisions. The provisions of this Agreement shall terminate upon the earlier of (i) the date that all obligations of the parties hereunder have been satisfied, or (ii) five years after the Agreement Date; provided, however, that the term of the provisions of this Agreement may be extended by written

resolutions adopted by the Board. A termination of the provisions of this Agreement pursuant to the preceding sentence shall be effective for all purposes, except that such termination shall not affect the payment or provision of compensation or benefits on account of termination of employment occurring prior to the termination of the provisions of this Agreement.

2. Benefits Immediately Following Change of Control

(a) Treatment of Outstanding Options and Restricted Equity Effective immediately upon a Change of Control, unless the outstanding stock options and shares of restricted equity held by the Covered Person under the Company's stock option plans on the date of the Change of Control are continued by the Company or assumed by its successor entity, all restricted stock units and stock options held by the Covered Person which were granted prior to the date of the Change of Control under the Company's stock option plans which would otherwise become fully vested, nonforfeitable and not subject to any restrictions during the one year period following the date of the Change of Control shall instead become fully vested, nonforfeitable and not subject to any restrictions as of the date of the Change of Control. If such outstanding options and shares of restricted equity held by the Covered Person are continued by the Company or assumed by its successor entity, then vesting shall continue in its usual course.

(b) Payment of Management Bonus Effective immediately upon a Change of Control, the Covered Person's annual management bonus shall be fixed at the Covered Person's target bonus level as in effect immediately prior to the Change of Control and the Covered Person shall be paid a pro-rated portion of such bonus, as of the date of the Change of Control. Any payment to which the Covered Person is entitled pursuant to this section shall be paid in a lump sum within thirty (30) days of the event requiring such payment.

3. Severance Benefits

(a) Termination Following a Change of Control If the Covered Person's employment terminates after a Change of Control, then, subject to Section 5 below, the Covered Person shall be entitled to receive severance benefits as follows:

(i) Involuntary Termination If the Covered Person's employment is terminated within twelve (12) months following a Change of Control as a result of Involuntary Termination, then the Covered Person shall be entitled to receive a lump sum severance payment in an amount equal to fifteen (15) months of the Covered Person's annual Target Compensation; and in addition, for a period of fifteen (15) months after such termination, the Company shall be obligated to provide the Covered Person with benefits that are substantially equivalent to the Covered Person's benefits (medical, dental, vision and life insurance) that were in effect immediately prior to the Change of Control. In addition, all restricted stock units and stock options held by the Covered Person which were granted prior to the date of such termination under the Company's stock option plans which would otherwise become fully vested, nonforfeitable and not subject to any restrictions during the one-year period following the date of such termination shall instead become fully vested, nonforfeitable and not subject to any restrictions as of the date of such termination. Any severance payments to which the Covered Person is entitled pursuant to this section shall be paid in a lump sum within thirty (30) days of

the effective date of the Covered Person's termination. For purposes of this Paragraph 3(a)(i), the term "Target Compensation" shall mean the highest level of Target Compensation applicable to the Covered Person from the period of time immediately prior to the Change of Control through the effective date of the Covered Person's termination. With respect to any taxable income that the Covered Person is deemed to have received for federal income tax purposes by virtue of the Company providing continued employee benefits to the Covered Person, the Company shall make a cash payment to the Covered Person such that the net economic result to the Covered Person will be as if such benefits were provided on a tax-free basis to the same extent as would have been applicable had the Covered Person's employment not been terminated. Such cash payment shall be made no later than April 1 following each calendar year in which such benefits are taxable to the Covered Person.

Anything in this Agreement to the contrary notwithstanding, if at the time of the Covered Person's separation from service (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the Covered Person is considered a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, and if any payment that the Covered Person becomes entitled to under this Agreement is considered deferred compensation subject to interest and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, then no such payment shall be payable prior to the date that is the earliest of (A) six months after the Covered Person's date of termination, (B) the Covered Person's death, or (C) such other date as will cause such payment not to be subject to such interest and additional tax. The parties agree that this Agreement may be amended, as reasonably requested by either party and as may be necessary to comply fully with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(ii) Voluntary Resignation If the Covered Person's employment terminates by reason of the Covered Person's voluntary resignation (and is not an Involuntary Termination), then the Covered Person shall not be entitled to receive any severance payments or other benefits except for such benefits (if any) as may then be established under the Company's then existing severance guidelines and benefit plans at the time of such termination.

(iii) Disability; Death If the Company terminates the Covered Person's employment as a result of the Covered Person's Disability, or such Covered Person's employment is terminated due to the death of the Covered Person, then the Covered Person shall not be entitled to receive any severance payments or other benefits except for those (if any) as may then be established under the Company's then existing severance guidelines and benefit plans at the time of such Disability or death.

(iv) Termination for Cause If the Company terminates the Covered Person's employment for Cause, then the Covered Person shall not be entitled to receive any severance payments or other benefits following the date of such termination, and the Company shall have no obligation to provide for the continuation of any health and medical benefit or life insurance plans existing on the date of such termination, other than as required by law.

(b) Termination Other than in Connection with Change of Control If the Covered Person's employment is terminated for any reason either prior to the occurrence of a Change of Control or after the twelve (12) month period following a Change of Control, then the Covered Person shall be entitled to receive severance and any other benefits only as provided under any written agreement with the Company or as may then be established under the Company's existing severance guidelines and benefit plans at the time of such termination.

4. Definition of Terms The following terms referred to in this Agreement shall have the following meanings:

(a) Change of Control "Change of Control" shall mean the occurrence of any of the following events:

(i) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities, whether by tender offer, or otherwise; or

(ii) A change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the Agreement Date, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the directors of the Company as of the Agreement Date, at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company); or

(iii) The consummation of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately prior thereto representing less than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; but the Company is clearly the acquirer considering the totality of the circumstances, including such factors as whether the president of the Company will continue as president of the Company or the surviving entity, the majority of the directors of the Company or the surviving entity will be Incumbent Directors, substantially all of the executive officers of the Company will be retained, etc., all as determined immediately prior to the consummation of the merger or consolidation by the Incumbent Directors.

(iv) The liquidation of the Company; or the sale or disposition by the Company of all or substantially all of the Company's assets.

(b) Involuntary Termination “Involuntary Termination” shall mean (i) without the Covered Person’s express written consent, the assignment to the Covered Person of any duties or the significant reduction of the Covered Person’s duties, either of which is materially inconsistent with the Covered Person’s position with the Company and responsibilities in effect immediately prior to such assignment, or the removal of the Covered Person from such position and responsibilities, which is not effected for Disability or for Cause; (ii) a material reduction by the Company in the base salary and/or bonus of the Covered Person as in effect immediately prior to such reduction; (iii) a material reduction by the Company in the kind or level of employee benefits to which the Covered Person is entitled immediately prior to such reduction with the result that the Covered Person’s overall benefit package is significantly reduced; (iv) the relocation of the Covered Person to a facility or a location more than fifty (50) miles from the Covered Person’s then present location, without the Covered Person’s express written consent; (v) any purported termination of the Covered Person by the Company which is not effected for death or Disability or for Cause, or any purported termination for Cause for which the grounds relied upon are not valid; or (vi) the failure of the Company to obtain, on or before the Change of Control, the assumption of the terms of this Agreement by any successors contemplated in Section 7 below. An Involuntary Termination shall be effective upon written notice by the Covered Person.

(c) Cause “Cause” shall mean (i) any act of personal dishonesty taken by the Covered Person in connection with his or her responsibilities as an employee and intended to result in substantial personal enrichment of the Covered Person, (ii) the conviction of a felony, (iii) a willful act by the Covered Person which constitutes gross misconduct and which is injurious to the Company, and (iv) continued violations by the Covered Person of the Covered Person’s obligations as an employee of the Company which are demonstrably willful and deliberate on the Covered Person’s part after there has been delivered to the Covered Person a written demand for performance from the Company which describes the basis for the Company’s belief that the Covered Person has not substantially performed his or her duties.

(d) Disability “Disability” shall mean that the Covered Person has been unable to perform his or her duties as an employee of the Company as the result of incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Covered Person or the Covered Person’s legal representative (such agreement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least thirty (30) days’ written notice by the Company of its intention to terminate the Covered Person’s employment. In the event that the Covered Person resumes the performance of substantially all of his or her duties as an employee of the Company before termination of his or her employment becomes effective, the notice of intent to terminate shall automatically be deemed to have been revoked.

(e) Target Compensation “Target Compensation” shall mean the total of all fixed and variable cash compensation due a Covered Person based upon one hundred percent (100%) attainment of performance levels.

5. Limitation on Payments In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Covered Person (i) constitute “parachute payments” within the meaning of Section 280G of the Code and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then the Covered Person’s severance benefits under Section 3(a)(i) shall be either

(i) delivered in full, or

(ii) delivered as to such lesser extent which would result in no portion of such severance benefits subject to the Excise Tax,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by the Covered Person on an after tax basis, of the greatest amount of severance payments and benefits, notwithstanding that all or some portion of such severance payments and benefits may be taxable under Section 4999 of the Code. Unless the Company and the Covered Person otherwise agree in writing, any determination required under this Section 5 shall be made in writing in good faith by the accounting firm serving the Company’s independent public accountants immediately prior to the Change of Control (the “Accountants”) in good faith consultation with the Covered Person. In the event of a reduction in benefits hereunder, such benefits shall be reduced in the following order: (a) cash payments not subject to Section 409A of the Code; (b) cash payments subject to Section 409A of the Code; (c) equity compensation; and (d) non-cash forms of benefit. To the extent any payment is to be made over time, then the payment shall be reduced in reverse chronological order. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning the application taxes and may rely on reasonable good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Covered Person shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5.

6. Remedy If Covered Person’s benefits are reduced to avoid the Excise Tax pursuant to Section 5 hereof and notwithstanding such reduction, the IRS determines that the Covered Person is liable for the Excise Tax as a result of the receipt of severance benefits from the Company, then Covered Person shall be obligated to pay to the Company (the “Repayment Obligation”) an amount of money equal to the “Repayment Amount.” The Repayment Amount shall be the smallest such amount, if any, as shall be required to be paid to the Company so that the Covered Person’s net proceeds with respect to his or her severance benefits hereunder (after taking into account the payment of the Excise Tax imposed on such benefits) shall be maximized. Notwithstanding the foregoing, the Repayment Amount shall be zero if a Repayment Amount of more than zero would not eliminate the Excise Tax. If the Excise Tax is not eliminated through the performance of the Repayment Obligation, the Covered Person shall pay the Excise Tax. The Repayment Obligation shall be discharged within thirty (30) days of either (i) the Covered Person entering into a binding agreement with the IRS as to the amount of

Excise Tax liability, or (ii) a final determination by the IRS or a court decision requiring the Covered Person to pay the Excise Tax from which no appeal is available or is timely taken.

## 7. Successors

(a) Company's Successors Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) or to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) which becomes bound by the terms of this Agreement by operation of law.

(b) Covered Person's Successors The terms of this Agreement and all rights of the Covered Person's hereunder shall inure to the benefit of, and be enforceable by, the Covered Person's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

## 8. Notice

(a) General Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Covered Person, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its General Counsel.

(b) Notice of Termination by the Company. Any termination by the Company of the Covered Person's employment with the Company at any time following a Change of Control shall be communicated by notice of termination to the Covered Person at least five (5) days prior to the date of such termination, given in accordance with Section 8(a) of this Agreement. Such notice shall specify the termination date and whether the termination is considered by the Company to be for Cause as defined in Section 4(c) in which case the Company shall identify the specific subsection(s) of Section 4(c) asserted by the Company as the basis for the termination and shall set forth in reasonable detail the facts and circumstances relied upon by the Company in categorizing the termination as for Cause.

(c) Notice by Covered Person of Involuntary Termination by the Company. In the event the Covered Person determines that an Involuntary Termination has occurred at any time following a Change of Control, the Covered Person shall give written notice that such Involuntary Termination has occurred as set forth in this Section 8(c). Such notice shall be delivered by the Covered Person to the Company in accordance with Section 8(a) of this Agreement within ninety (90) days following the date on which such Involuntary Termination

has occurred (or, if such Involuntary Termination occurred as a result of more than one event set forth in Section 4(b), within ninety (90) days following the earliest of such events), shall indicate the specific provision or provisions in this Agreement upon which the Covered Person relied to make such determination and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for such determination. The failure by the Covered Person to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of the Covered Person hereunder or preclude the Covered Person from asserting such fact or circumstance in enforcing his or her rights hereunder.

#### 9. Miscellaneous Provisions

(a) No Duty to Mitigate The Covered Person shall not be required to mitigate the amount of any payment contemplated by this Agreement (whether by seeking new employment or in any other manner), nor shall any such payment be reduced by any earnings that the Covered Person may receive from any other source.

(b) Waiver No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed in writing and signed by the Covered Person and by an authorized officer of the Company (other than the Covered Person). No waiver by either party of any breach of, or compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision of the same condition or provision at another time.

(c) Entire Agreement Except with respect to the terms of any written employment agreement, if any, by and between the Company and the Covered Person that is signed on behalf of the Company, no agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof.

(d) Choice of Law The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

(e) Severability The invalidity or enforceability of any provisions or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Arbitration Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by final and binding arbitration in Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. In the event the Covered Person prevails in an action or proceeding brought to enforce the terms of this Agreement or to enforce and collect on any non-de minimis judgment entered pursuant to this Agreement, the Covered Person shall be entitled to recover all costs and reasonable attorney's fees.

(g) No Assignment of Benefits The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this subsection (g) shall be void.

(h) Employment Taxes Subject to Section 5, all payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes.

(i) Assignment by Company The Company may assign its rights under this Agreement to an affiliate and an affiliate may assign its rights under this Agreement to another affiliate of the Company or to the Company; provided, however, that no assignment shall be made if the net worth of the assignee is less than the net worth of the Company at the time of the assignment. In the case of any such assignment, the term "Company" when used in a section of the Agreement shall mean the corporation that actually employs the Covered Person.

(j) Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the date first above written.

Progress Software Corporation

By: /s/ Stephen

Faberman

Stephen Faberman  
Chief Legal Officer

/s/ Anthony Folger

Anthony Folger

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**Progress Software Chief Financial Officer Paul Jalbert to Retire; Former Carbonite CFO Anthony Folger To Be Appointed as New CFO**

**BEDFORD, MA, January 16, 2020 (GlobeNewswire)** — Progress (NASDAQ: PRGS), the leading provider of application development and digital experience technologies, today announced the upcoming retirement of its Chief Financial Officer, Paul Jalbert, and the appointment of Anthony Folger to succeed him. Jalbert, who joined Progress in August 2012 and has served as CFO since March 2017, will retire as CFO on January 31, 2020.

“Paul’s retirement comes on the heels of a very successful fiscal 2019, and his contributions have been instrumental in helping us strengthen our business and embark on our strategy to scale our business through accretive M&A,” said Yogesh Gupta, Progress’ Chief Executive Officer. “During his time as CFO, he has helped drive consistently solid performance and greater efficiency in our core businesses, which has generated strong cash flow and created significant value for our shareholders. Paul has developed a world-class finance team with the highest standards of integrity and professionalism and, thanks to Paul’s leadership and skill as CFO, we are well-positioned to manage this transition.”

Folger will join Progress as CFO on January 31, 2020 and Jalbert will remain with Progress until April 2020 to assist Folger in the transition.

“I greatly appreciate the opportunity Yogesh and the Board provided me to lead Progress’ finance organization at such an exciting time in the company’s history,” said Mr. Jalbert. “I’m extremely enthusiastic about Progress’ future prospects as it moves forward with its accretive M&A growth strategy. I had established a personal goal of retiring when I turned 60, and, although I delayed it by a few years in order to serve as Progress’ CFO, I’m looking forward to embarking on this new chapter in my life.”

Folger was previously Chief Financial Officer and Treasurer of Carbonite, Inc. from January 2013 until Carbonite was acquired by OpenText Corporation in late December 2019. As CFO, Folger oversaw Carbonite’s customer facing and business operations including customer support, data center operations, finance, investor relations, corporate development, information technology, business analytics and human resources. From June 2006 to December 2012, Folger held senior leadership positions at Acronis, a leading provider of backup, disaster recovery and secure access solutions, including Chief Financial Officer from October 2008 to December 2012. Prior to Acronis, Mr. Folger held senior finance positions at Starent Networks Corp., and served as an audit manager at PricewaterhouseCoopers LLP. Mr. Folger began his career at Deloitte & Touche, LLP and holds a B.A. in Accounting and Economics from The College of the Holy Cross.

“I am very excited that Anthony will be joining us,” said Mr. Gupta. “Anthony has broad experience, and a proven track record of growing businesses and managing complex capital structures. He also has a depth of financial and operational knowledge that will be invaluable in helping us achieve our objective of doubling the size of Progress in five years through M&A. I am confident that Anthony will strengthen our management team with his financial and strategic acumen and help us build on the positive momentum we established in fiscal 2019.”

“Progress has built a strong and efficient business that generates impressive cash flows and significant value for shareholders,” said Folger. “Progress’ strategic focus on profitably growing its business through accretive M&A makes this a compelling opportunity for me. I am thrilled to be joining the Progress team at this exciting time, and I look forward to contributing to the Company’s future success.”

## **About Progress**

[Progress](#) (NASDAQ: PRGS) offers the leading platform for developing and deploying strategic business applications. We enable customers and partners to deliver modern, high-impact digital experiences with a fraction of the effort, time and cost. Progress offers powerful tools for easily building adaptive user experiences across any type of device or touchpoint, the flexibility of a cloud-native app dev platform to deliver modern apps, leading data connectivity technology, web content management, business rules, secure file transfer, network monitoring, plus award-winning machine learning that enables cognitive capabilities to be a part of any application. Over 1,700 independent software vendors, 100,000 enterprise customers, and two million developers rely on Progress to power their applications. Learn about Progress at [www.progress.com](http://www.progress.com) or +1-800-477-6473.

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