

Addendum

Data Protection

This Data Protection Addendum ("Addendum") forms part of the Evaluation Agreement ("Evaluation Agreement") dated February 7, 2020 ("Effective Date") and entered into as of execution of this Addendum between: (i) SetSail Technologies, Inc. ("SetSail"); and AppDynamics LLC ("Company").

1. Data Protection

- 1.1. Definitions: In this Addendum, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data" and "processing" (and "process") shall have the meanings given in the Data Protection Law; and

"Data Protection Law" shall mean: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (ii) any guidance issued by the Article 29 Working Party or a supervisory authority.

- 1.2. Relationship of the parties: AppDynamics (the controller) appoints the Supplier as a processor to process the personal data described in Annex A ("**Data**"). The Supplier shall, and shall ensure that its agents or subcontractors shall, comply with the obligations that apply to Supplier under Data Protection Law.
- 1.3. Purpose limitation: The Supplier shall process the Data solely to the extent necessary to perform its obligations under this Agreement and strictly in accordance with any documented instructions of AppDynamics (the "**Permitted Purpose**"), except where otherwise required by any European Union (or any EU Member State) law. The Supplier shall promptly inform AppDynamics if, in the Supplier's opinion, any instruction given by AppDynamics to the Supplier contravenes Data Protection Law.
- 1.4. International transfers: The Supplier shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("**EEA**") unless (i) it has first obtained AppDynamics' prior written consent; and (ii) it takes measures to ensure the transfer is in compliance with Data Protection Law.
- 1.5. Confidentiality of processing: The Supplier shall ensure that it shall only disclose the Data to, or allow access to the Data by, the employees of the Supplier or those of its agents or sub-contractors (as applicable) (an "**Authorised Person**") who are subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty). The Supplier shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.
- 1.6. Reliability of Authorised Persons: The Supplier shall take reasonable steps to ensure the reliability of all Authorised Persons (including, without limitation, appropriate training in data protection and security, integrity and confidentiality of personal data).
- 1.7. Security: The Supplier represents that it has, and shall continue to maintain (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons), appropriate technical and organisational measures to protect the Data (i) from

accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**").

- 1.8. **Security incidents:** Upon becoming aware of an actual or suspected Security Incident, the Supplier shall inform AppDynamics without undue delay, and in any event, within one business day, and shall provide all such timely information and cooperation as AppDynamics may require in order for AppDynamics to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Data Protection Law. The Supplier shall further take such measures and actions necessary to remedy or mitigate the effects of the Security Incident and shall keep AppDynamics informed of all developments in connection with the Security Incident. The Supplier shall provide AppDynamics with a detailed report on any Security Incident as soon as practicable following the Security Incident including details of (i) the cause and nature of the Security Incident; (ii) whether any Data was corrupted, destroyed, lost or accessed without authorisation, and, if so, which Data; (iii) the steps taken by the Supplier to mitigate the effects of the Security Incident; and (iv) measures put in place to prevent the reoccurrence of the Security Incident.
- 1.9. **Loss or corruption of data:** If any Data in the possession and/or control of the Supplier is lost, corrupted or rendered unusable for any reason, the Supplier shall promptly notify AppDynamics and restore such Data including by using its back up and/or disaster recovery procedures, at no cost to AppDynamics.
- 1.10. **Rectification of Data:** The Supplier, its agents and subcontractors, shall promptly carry out any request from AppDynamics requiring the Supplier to amend, transfer, copy or delete any Data or any subsets of Data in a format and on media reasonably specified by AppDynamics.
- 1.11. **Return or Deletion of Data:** On the expiry or termination of this Agreement, the Supplier shall immediately cease to use, and shall procure that its agents and subcontractors cease to use, the Data and shall arrange for its safe return or destruction as shall be required by AppDynamics at the relevant time (unless European Union, Member State and/or UK law requires storage of the personal data).
- 1.12. **Subcontracting:** The Supplier shall not subcontract any processing of the Data to a third party subcontractor without the prior written consent of AppDynamics. Notwithstanding this, AppDynamics consents to Supplier engaging third party subcontractors to process the Data provided that (i) the Supplier provides at least 30 days' prior notice of the addition or removal of any subcontractor (including details of the processing it performs or will perform) to legal@appdynamics.com; (ii) the Supplier enters into a written agreement with the subcontractor that imposes data protection terms that protect the Data to at least the same standard provided for by this Schedule; and (iii) the Supplier remains fully liable and responsible for any subcontractor's processing of the Data. If AppDynamics refuses to consent to the Supplier's appointment of a subcontractor on reasonable grounds, then either the Supplier will not appoint the subcontractor or AppDynamics may terminate this Agreement, without penalty and the Supplier will promptly provide a pro-rata refund of any fees paid in advance for unused or unprovided goods or services.
- 1.13. **Data subjects' rights:** The Supplier shall notify AppDynamics of any requests received from a data subject exercising their rights under Data Protection Law. The Supplier shall provide reasonable assistance to AppDynamics to enable AppDynamics to respond to any request from a data subject to exercise any of its rights under Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable).
- 1.14. **Consultation and impact assessments:** The Supplier shall, if requested by AppDynamics, provide AppDynamics with reasonable assistance to enable AppDynamics to conduct a data protection

impact assessment or supervisory authority consultation taking into account the nature of processing and information available to the Supplier.

- 1.15. Notices from Data Protection Authorities: The Supplier, its agents and sub-contractors, shall promptly notify AppDynamics promptly upon receipt of a notice from any regulatory or government body, including any supervisory authority, which relates directly or indirectly to the processing of the Data and shall cooperate on request with any relevant EU or Member State supervisory authority.
- 1.16. Records of Processing: The Supplier shall maintain a written record of all categories of processing activities carried out on behalf of AppDynamics, containing all information required under Data Protection Law, and make this record available on request to AppDynamics or any relevant EU or Member State supervisory authority.
- 1.17. Security Information: The Supplier shall provide to AppDynamics any information or assurance necessary to demonstrate compliance with its obligations under this Addendum, or as may be reasonably required by AppDynamics to comply with its obligations under Data Protection Law (including the security of any data processed by the Supplier or its agents or subcontractors).
- 1.18. Audit: The Supplier shall, and shall procure that its agents and subcontractors shall, make available to AppDynamics, all information necessary and allow for and contribute to audits of such data processing facilities, procedures, records and documentation which relate to the processing of the Data, including without limitation, inspections (on reasonable written notice) by AppDynamics, its auditors or agents or any regulatory or government body, including any supervisory authority, in order to ascertain compliance with the terms of this Agreement or Data Protection Law.
- 1.19. Sub Processors: As the Effective Date, SetSail's sub processors are set out of as Exhibit A.

Annex A

Data

Subject Matter of Processing

The extraction, collection, storage, and analysis of Data generated by, and through, the use of SetSail's software applications.

Duration of Processing

For the term of the Agreement.

Nature and Purpose of Processing

The Data will be processed by SetSail in order to provide SetSail's insights and incentive solution. SetSail's solution enables AppDynamics to track, measure, and reward employee performance.

Type of Personal Data and Categories of Personal Data

SetSail requires access to customer's CRM, Email, and Calendar data. This can include personal data about our customer's employees and end customers, such as:

- Contact data (Names, Emails, Phone numbers, Addresses, Job Title, Employer)
- Sales data (Leads, Opportunities, Wins, Notes)
- Email content data (Subject, Body, Attachments)
- Calendar meeting data (Meeting times, Attendees, Phone numbers, Video conference links)

Data Subjects

Data about AppDynamics' employees, customers, and vendors.

Personal details

SetSail requires access to customer's CRM, Email, and Calendar data. This can include personal data about our customer's employees and end customers, such as:

- Contact data (Names, Emails, Phone numbers, Addresses, Job Title, Employer)
- Sales data (Leads, Opportunities, Wins, Notes)
- Email content data (Subject, Body, Attachments)
- Calendar meeting data (Meeting times, Attendees, Phone numbers, Video conference links)

Employment details

NA

Financial details

NA

Goods or services provided

NA

IT information

NA

Exhibit A

Sub processors

- Amazon Web Services
- Google
- Zendesk
- Heap
- Salesforce
- Hubspot
- MailChimp