

MASTER SERVICES AGREEMENT**AGREEMENT ID:** 00013249.0

This Master Services Agreement ("**Agreement**") is entered into between the following entities and is effective as of August 23, 2019 ("**Effective Date**").

CustomerFull entity name: **AppDynamics LLC**Address: [insert] 303 2nd St, North Tower, 8th Floor, San Francisco, CA 94107**Business contact for this document:**

Contact name: Ryan Shopp

Contact title: [insert] VP Partner Marketing

Contact email: [insert] Ryan.Shopp@appdynamics.com

Contact phone: [insert]

If legal notices should be provided to someone other than the primary account administrator, complete the following section:

Notices to:

SurveyMonkeyFull entity name: **See Section 14**Address: **See Section 14****Business contact for this document:**

Name: Mike Wilner

Email: mwilner@surveymonkey.com

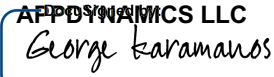
Phone: 650-543-8400


Notices to: By certified mail or courier to the address above

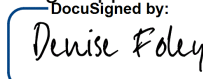
Attn: Legal Department, with a copy to your SurveyMonkey business contact by email

Signatures

By signing below, the parties agree to be bound by the terms of this Agreement as of the Effective Date.

Signed: 
EADD3AC1FF6B486...
 Print name: George Karamanos
 Title: General Counsel
 Date signed: August 25, 2019

Signed: 
A0541A72751B403...
 Print name: Will Joenaidy
 Title: Director of Revenue
 Date signed: August 25, 2019

Legal approved by:
 DocuSigned by:

A6F3FF15DB244CB...
 Signed: Denise Foley
 Print name: Denise Foley
 Date signed: August 23, 2019

Main Terms

1 DEFINITIONS.

"Affiliate" means any entity which directly or indirectly controls, is controlled by or is under common control with an entity. "Control" for purposes of the preceding sentence means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Customer" or **"you"** means the customer accepting this Agreement and identified on the cover page of this Agreement.

"Customer Data" means all data (including Personal Data and End User data) that is provided to SurveyMonkey by, or on behalf of, Customer through Customer's use of the Services, and any data that third parties submit to Customer through the Services.

"End Users" means Customer's employees, agents, independent contractors, and other individuals authorized by Customer to access and use the Services, unless otherwise defined in a specific Order Form or SST.

"Intellectual Property Rights" means current and future worldwide rights under patent, copyright, design rights, trade secret, trademark, moral rights, and other similar rights, whether registered or unregistered.

"Order Form" means an order form, sales order, sales quote, or similar document referencing and made under this Agreement and signed by the parties.

"Personal Data" means information relating to a living individual who is, or can be, reasonably identified from information, either alone or in conjunction with other information, within Customer's control and which is stored, collected or processed within one of Customer's SurveyMonkey End User accounts.

"Privacy Policy" means the SurveyMonkey Privacy Policy at <https://www.surveymonkey.com/mp/legal/privacy-policy/> that details how SurveyMonkey handles Customer Data.

"Services" means the services ordered by Customer on an Order Form, which are described at https://www.surveymonkey.com/what-is-surveymonkey/?utm_source=megamenu or other link that SurveyMonkey may provide on an Order Form.

"SSTs" means service-specific terms that apply to specific Services and that are incorporated into and form a part of this Agreement.

"Subcontractor" means any entity to whom SurveyMonkey subcontracts any of its obligations under this Agreement.

"SurveyMonkey" means the SurveyMonkey entity defined in Section 14 (Contracting Entity).

"SurveyMonkey Background IP" means Intellectual Property Rights: (a) owned by or licensed to SurveyMonkey as of the Effective Date; (b) developed or acquired by SurveyMonkey after the Effective Date but independent of, and unrelated to, SurveyMonkey's performance of the Services for Customer; or (c) relating to standard products or services offered or provided by SurveyMonkey (including any improvements to those products and services).

2 SERVICES.

2.1 **Provision of Services.** SurveyMonkey will provide the Services to Customer in accordance with this Agreement, including any Order Forms and any applicable SSTs.

2.2 **Order Forms.** The parties may enter into Order Forms under this Agreement. SurveyMonkey and Customer may agree that Customer's Affiliates may enter into Order Forms under this Agreement. Any such Order Form may be signed by SurveyMonkey or a SurveyMonkey Affiliate pursuant to the requirements for under Section 14. Any reference in the Agreement to "Customer" will refer to the Customer entity signing the Order Form and any reference in the Agreement to "SurveyMonkey" will refer to the SurveyMonkey contracting entity signing the Order Form. Each Order Form will incorporate the terms and conditions of this Agreement and will be a separate contract between the entities entering into the Order Form

2.3 **Third Party Services.** If Customer integrates the Services with any non-SurveyMonkey-provided third party service (such as a third party's service that uses an application programming interface (API)), Customer acknowledges that such third party service might access or use Customer Data and Customer permits the third party service provider to access Customer Data as required for the interoperation of that third party service with the Services. Customer is solely responsible for the use of such third party services and any data loss or other losses it may suffer as a result of using any such services.

3 SaaS SERVICES.

3.1

- (a) License. Subject to the terms and conditions of this Agreement, SurveyMonkey grants Customer a non-exclusive, non-transferable worldwide right to access and use the Services, including any applicable documentation during the subscription term.
- (b) Subscription Term. The initial term of each subscription is specified on the Order Form. Any renewal of the subscription must be by written agreement between the parties.
- (c) Subscription Units Added Mid-subscription Term. An Order Form may be used to add more subscription units (e.g. seats or packages) to a subscription during a subscription term. The per unit pricing for those additional subscription units will be as specified on the Order Form of the underlying subscription (or, absent such specification, at the same per unit pricing as the underlying subscription pricing), prorated for the portion of that subscription term remaining at the time the subscription units are added. Any such additional subscription units will terminate on the same date as the underlying subscription. Subscription units relating to a Service cannot be decreased during a subscription term for that Service.
- (d) Default Type. Each Service is purchased as a subscription unless otherwise specified in an Order Form or indicated given the nature of the Service.

4 SERVICE FEATURES.

- 4.1 Changes to Services. SurveyMonkey continually changes and improves the Services. SurveyMonkey will provide Customer with prior written notice if SurveyMonkey makes a change to the Service(s) resulting in a material decrease in core functionality. In the event of a material decrease in core functionality, the parties agree to work together to minimize the impact of such change to Customer, but Customer will have the right to choose to terminate any current Order Form and receive a pro-rate refund for any unused Services, from the date of termination.

5 FEES.

- 5.1 Fees. Customer will pay to SurveyMonkey all applicable fees for the Services specified in each Order Form. Except as otherwise specified in this Agreement or prohibited by applicable law, payment obligations are non-cancelable and fees paid are not refundable; provided, however, that refunds may be provided to Customer in the event this Agreement is terminated in accordance with Section 4.1 or 13.5(b).
- 5.2 Invoicing and Payment Terms. Payment terms shall be specified in each Order Form. Unless otherwise specified in the Order Form, an invoice will be issued upon execution of the Order Form. Multi-year orders will be invoiced on an annual basis.
- 5.3 Taxes. All amounts payable by Customer under this Agreement are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature (including value-added, sales, and use taxes, but excluding withholding taxes and taxes based on SurveyMonkey's income, property, or employees) ("**Taxes**") that may arise in connection with Customer's purchases under this Agreement. If any such Taxes arise, Customer will pay such Taxes in addition to all other amounts payable under this Agreement, unless Customer provides SurveyMonkey with a valid tax exemption certificate or other documentary proof, issued by an appropriate taxing authority, that no tax should be charged. If Customer is required by law to withhold any Taxes from its payments to SurveyMonkey, Customer must provide SurveyMonkey with an official tax receipt or other appropriate documentation to support such payments.
- 5.4 Currency. All monetary amounts in this Agreement are denominated in the currency stated on the Order Form. Fee payments by Customer must be received by SurveyMonkey in the same currency as such fees were billed.
- 5.5 Overdue Payments. SurveyMonkey may charge Customer interest on overdue payments at the rate of 1.5% per month (or the highest rate permitted by law, if less) on the amount overdue. If any amount owed by Customer is overdue by 30 days or more, SurveyMonkey may limit functionality or suspend provision of Services to Customer until such amounts are paid in full.
- 5.6 Overage Fees. Unless otherwise stated, any overage fees incurred by Customer will be billed in arrears at the rate listed on the Order Form. The additional units will be charged at the per unit pricing for those additional units as specified on the Order Form for the underlying subscription (or, absent such specification, at the same per unit pricing as the underlying subscription pricing), prorated for the portion of that subscription term remaining at the time the subscription units are added.

6 CUSTOMER OBLIGATIONS.

6.1 Customer Responsibilities.

- (a) Account Security. Customer is responsible for maintaining the confidentiality of its own passwords and any other credentials used by it and its End Users to access the Services. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and will terminate any unauthorized use of which it becomes aware. Customer will notify SurveyMonkey promptly if Customer becomes aware of any unauthorized access to its accounts.

- (b) End User Activities. Customer is responsible for ensuring that its End Users comply with this Agreement. Customer is responsible for the acts of its End Users and any activity occurring in its End User accounts (other than activity that SurveyMonkey is directly responsible for which is not performed in accordance with Customer's instructions).
- (c) One Individual per Account. End User accounts and passwords may not be shared and may only be used by one individual per account.

6.2 Acceptable Uses by Customer. Customer agrees to comply with the Acceptable Uses Policy as set for in Exhibit A.

6.3 Third Party Requests. The parties may from time to time receive a request from a third party for records related to Customer's use of the Services, including information in a Customer End User account or identifying information about a Customer End User ("**Third Party Request**"). Third Party Requests include search warrants, subpoenas, and other forms of legal process.

Customer is responsible for responding to Third Party Requests via its own access to the information, and will only contact SurveyMonkey if Customer is unable to obtain such information after diligent efforts. If SurveyMonkey receives a valid Third Party Request then, to the extent permitted by law, SurveyMonkey:

- (a) may inform the third party issuing such request that it should pursue the request directly with Customer; and
- (b) will: (i) promptly notify Customer of the Third Party Request; (ii) cooperate, at Customer's expense, with Customer's reasonable requests regarding Customer's efforts to oppose a Third Party Request; and (iii) after providing Customer with an opportunity to respond to or oppose the Third Party Request, SurveyMonkey may fulfill that request if SurveyMonkey determines that it is required or permitted by law to do so.

6.4 Embargoes. Customer represents and warrants that it is not barred by any applicable laws from being supplied with the Services. The Services may not be used in any country that is subject to an embargo by the United States or European Union applicable to the Services. Customer will ensure that: (a) its End Users do not use the Services in violation of any export restriction or embargo by the United States; and (b) it does not provide access to the Services to persons on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals.

6.5 Suspension of Services. SurveyMonkey may limit or suspend the Services from time to time to perform scheduled maintenance or to stop a violation of Section 6.2 (Acceptable Uses by Customer), to prevent material harm to SurveyMonkey or its customers or as required by applicable law. SurveyMonkey will give Customer reasonable advance notice of any limitation or suspension so that Customer can plan around it, or address the issue that has prompted SurveyMonkey to take such action. There may be some situations, such as security emergencies, where it is not practicable for SurveyMonkey to give such advance notice. SurveyMonkey will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action.

7 SECURITY AND PRIVACY.

7.1 Security. SurveyMonkey has, considering the state of the art, cost of implementation, the nature, scope, context and purposes of the Services, and the level of risk, implemented appropriate technical and organizational measures to enable a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to Customer Data. At reasonable intervals, SurveyMonkey tests and evaluates the effectiveness of these technical and organizational measures for enabling the security of the processing.

7.2 Privacy Policy. Customer acknowledges the Privacy Policy located at <https://www.surveymonkey.com/mp/legal/privacy-basics-enterprise/> and that SurveyMonkey may revise the Privacy Policy from time to time and that the most current version will always be at <https://www.surveymonkey.com/mp/legal/privacy-basics-enterprise/>. When SurveyMonkey makes a change to this policy that, in SurveyMonkey's sole discretion, is material, SurveyMonkey will notify you in accordance with the notice provisions at Section 15.9.

7.3 Data Protection. Where SurveyMonkey is processing Personal Data for Customer, SurveyMonkey will comply with the requirements set forth in the SurveyMonkey Data Processing Addendum between the parties with an effective date of August 23, 2019 and attached hereto as Exhibit B (Data Protection).

8 INTELLECTUAL PROPERTY.

8.1 Customer IP. As between the parties, the Customer retains ownership of all Intellectual Property Rights in the Customer Data. This Agreement does not grant SurveyMonkey any licenses or rights to the Customer Data except for the following:

- (a) Customer grants SurveyMonkey and its affiliates a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, modify, display, and distribute Customer Data only for the limited purposes of providing the Services to Customer and improving the Services.
- (b) If Customer provides SurveyMonkey with feedback about the Services, SurveyMonkey may use that feedback and incorporate it into its products and services without any obligation to Customer.

- 8.2 SurveyMonkey IP. As between the parties, SurveyMonkey retains ownership of the Services and all related Intellectual Property Rights. No licenses or rights are granted to Customer by SurveyMonkey other than as expressly provided for in this Agreement. Except as permitted by SurveyMonkey's brand and trademark use policies, this Agreement does not grant the Customer any right to use SurveyMonkey's trademarks or other brand elements.
- 8.3 Customer Lists. SurveyMonkey may not identify Customer by name and logo as a SurveyMonkey customer on SurveyMonkey's website and on other promotional materials. Any goodwill arising from the use of Customer's name and logo will inure to the benefit of Customer.

9 CONFIDENTIALITY.

- 9.1 Definition. "**Confidential Information**" means information disclosed by a party ("**Discloser**") to the other party ("**Recipient**") in connection with the use or provision of the Services that is either marked as confidential or would reasonably be considered as confidential under the circumstances. Customer's Confidential Information includes Customer Data. SurveyMonkey's Confidential Information includes the terms of this Agreement and any security information about the Services. Despite the foregoing, Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already lawfully knew; (c) was rightfully given to the Recipient by an unaffiliated third party without restriction on disclosure; or (d) was independently developed by the Recipient without reference to the Discloser's Confidential Information.
- 9.2 Confidentiality. The Recipient will: (a) protect the Discloser's Confidential Information using commercially reasonable efforts; (b) use the Discloser's Confidential Information only as permitted by this Agreement, including to exercise the Recipient's rights and fulfill the Recipient's obligations under this Agreement; and (c) not disclose the Discloser's Confidential Information without the Discloser's prior consent, except to affiliates, contractors, agents, and professional advisors who need to know it and have agreed in writing (or, in the case of professional advisors, are otherwise bound) to keep it confidential on terms comparable to those under this Section. The Recipient may disclose the Discloser's Confidential Information when and to the extent required by law or legal process, but only after the Recipient, if permitted by law, uses reasonable efforts to notify the other party.
- 9.3 Return or Destruction of Confidential Information. Upon the termination or expiration of the Agreement and all Order Forms under the Agreement, each party, upon written request, will promptly return to the other party or destroy all Confidential Information of the other party in its possession or control within a reasonable amount of time in accordance with the Recipient's data destruction practices.

10 WARRANTIES.

- 10.1 Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into this Agreement; and (b) it will comply with all laws and regulations applicable to its provision or use of the Services.
- 10.2 Disclaimers. SURVEYMONKEY MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SURVEYMONKEY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11 INDEMNITIES.

- 11.1 By SurveyMonkey. SurveyMonkey will indemnify, defend, and hold harmless (collectively defined as "indemnity", "indemnification", or some variation thereof) Customer from and against all liabilities, damages, expenses, and costs (including settlement costs and reasonable attorneys' fees) (collectively "**Loss**") arising out of a third party claim that the SurveyMonkey technology used to provide the Services to Customer infringes any copyright, U.S. patent, trademark or trade secrets of such third party. However, in no event will SurveyMonkey have any obligation or liability under this Section arising from: (a) use of any Services in a modified form or in combination with software, technologies, products, or devices not provided by SurveyMonkey; or (b) any content or data provided by Customer or its End Users.
- 11.2 By Customer. Customer will indemnify, hold harmless and (if required by SurveyMonkey in writing) defend (collectively defined as "indemnity", "indemnification", or some variation thereof) SurveyMonkey from and against all Loss arising out of a third party claim (including in relation to any claim made or investigation conducted by a data protection or privacy regulator) regarding or in connection with Customer Data (including claims that Customer Data infringes or misappropriates a third party's Intellectual Property Rights or violates applicable law).
- 11.3 Potential Infringement. If SurveyMonkey believes the technology used to provide the Services may infringe or may be alleged to infringe a third party's Intellectual Property Rights, then SurveyMonkey may: (a) obtain the right for Customer, at SurveyMonkey's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe. If SurveyMonkey does not believe that the foregoing options are commercially reasonable, then SurveyMonkey may suspend or terminate Customer's use of the impacted Services and provide a pro rata refund of any fees prepaid by Customer applicable to the period following the termination of such Services.
- 11.4 Indemnity Procedures. A party seeking indemnification under this Agreement will promptly notify the other party of the claim and reasonably cooperate with the other party (to the extent applicable) in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party to admit liability, perform any act or to pay any money will require that indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed) and (b) the indemnified party may join in the defense with its own counsel at its own expense.

12 LIABILITY.

12.1 Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, UNDER ANY THEORY OF LAW, INCLUDING TORT OR (B) LOSS OF OR DAMAGE TO: (i) DATA, (ii) BUSINESS, (iii) REVENUES, OR (iv) PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.2 Liability Cap. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SURVEYMONKEY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("GENERAL CAP"). NOTWITHSTANDING THE FOREGOING, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS RELATED TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 7 ("SECURITY AND PRIVACY") AND SECTION 9 ("CONFIDENTIALITY") ABOVE SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("ENHANCED CAP"). THE GENERAL CAP AND ENHANCED CAP WILL NOT APPLY TO LIABILITY FOR (A) FRAUD OR WILFUL MISCONDUCT, (B) DEATH OR PERSONAL INJURY, (C) INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR (D) CUSTOMER'S OBLIGATION TO PAY ANY UNDISPUTED FEES, INVOICES OR COSTS UNDER THIS AGREEMENT.

13 TERM AND TERMINATION.

13.1 Term of Agreement. The term of this Agreement starts on the Effective Date and shall remain in effect until either party terminates upon 30 days' written notice to the other party, subject to Section 13.4 ("Term").

13.2 Term of Order Forms. The term of an Order Form starts on its effective date and terminates when all Services ordered under it are terminated or completed. For the term of Subscriptions ordered on an Order Form, see Section 3.1 (Subscriptions).

13.3 Termination for Cause. A party may terminate this Agreement and any Order Form for cause: (a) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party ceases its business operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, liquidation, or assignment for the benefit of creditors.

13.4 Consequences of Termination of Agreement. If this Agreement terminates, any Order Forms in effect will remain in effect in accordance with their terms (including the terms of this Agreement that are incorporated by reference), but no new Order Forms may be entered into under this Agreement.

13.5 Consequences of Termination of Order Form.

- (a) Upon termination of an Order Form (except for termination under Section 13.3), Customer will (i) remain liable to pay the full subscription fee, outstanding on the effective date of termination of that Order Form and (ii) no longer have access to the applicable Services.
- (b) If an Order Form is terminated by Customer due to SurveyMonkey's material breach, SurveyMonkey will provide Customer with a pro rata refund of any fees prepaid by Customer applicable to the period following the effective date of termination of that Order Form; and
- (c) If an Order Form is terminated by SurveyMonkey due to Customer's material breach, SurveyMonkey will invoice, and Customer will pay, any accrued but unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated.

13.6 Survival. The following Sections will survive termination of this Agreement: 5.3, 5.4, 5.5, and 10 to 15.

14 CONTRACTING ENTITY.

14.1 Contracting Entity Table. In the table below, "Customer Location" refers to where Customer is located (as determined by Customer's business address on the Order Form, if specified) and determines which table row applies to Customer:

Contracting Entity Table		
Customer Location	Contracting Entity	Governing Law
United States	SurveyMonkey Inc. , a Delaware corporation with Tax ID 37-1581003 located at One Curiosity Way, San Mateo, CA 94403, United States of America	California

Anywhere other than the United States	SurveyMonkey Europe UC , an Irish company with VAT number IE 3223102GH located at 2 Shelbourne Buildings, Second Floor, Shelbourne Rd, Dublin 4, Ireland	Ireland
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- (a) Contracting Entity. References to “**SurveyMonkey**” are references to the applicable Contracting Entity specified in Contracting Entity Table. The Services are provided by that contracting entity.
- (b) Governing Law. This Agreement is governed by the laws of the applicable jurisdiction specified in the Contracting Entity Table, without giving effect to any of its conflicts of laws principles.

15 GENERAL.

- 15.1 Amendments. This Agreement may only be amended if authorized representatives of each party agree in a signed writing.
- 15.2 Assignment. Neither Customer nor SurveyMonkey may assign this Agreement without the other party’s prior written consent (such consent not to be unreasonably withheld). However, either party may assign this Agreement without notice to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of such party’s assets or of the SurveyMonkey business line to which the subject matter of this Agreement relates. Any other attempt to transfer or assign is void.
- 15.3 Counterparts. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will comprise a single instrument.
- 15.4 Entire Agreement. This Agreement (including any documents incorporated herein by reference to a URL or otherwise, and any Order Form), constitutes the entire agreement between Customer and SurveyMonkey and it supersedes any other prior or contemporaneous agreements or terms and conditions, written or oral, concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by Customer do not apply to the Services, do not override or form a part of this Agreement, and are void.
- 15.5 Force Majeure. Neither SurveyMonkey nor Customer will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or internet disturbance) that was beyond the party’s reasonable control.
- 15.6 Independent Contractors. The relationship between SurveyMonkey and Customer is that of independent contractors, and not legal partners, employees, joint venturers, or agents of each other.
- 15.7 No Waiver. A party’s failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.
- 15.8 Notices.
- (a) Providing Notice. All notices must be in writing and will be deemed given when: (i) personally delivered, (ii) verified by written receipt, if sent by postal mail with verification of receipt service or courier, (iii) received, if sent by postal mail without verification of receipt, or (iv) verified by automated receipt or electronic logs if sent by email.
- (b) Notices to SurveyMonkey. Notices to SurveyMonkey must be sent to SurveyMonkey, One Curiosity Way, San Mateo, CA 94403, USA, marked to the attention of the Legal Department. Email is insufficient for providing non-routine legal notices (including indemnification claims, breach notices, and termination notices) (“**Non-Routine Legal Notices**”) to SurveyMonkey. Customer may grant approvals, permission, extensions, and consents by email.
- (c) Notices to Customer. Notices to Customer may be sent to the email address associated with Customer’s designated primary administrator for the relevant Service (“**Primary Admin**”). Billing-related notices (including notices of overdue payments) may be sent to the relevant billing contact designated by Customer. If Customer has provided contact details for legal notices on the cover page of this Agreement, any Non-Routine Legal Notices will be provided to such contact instead, with a copy to the email address associated with Customer’s Primary Admin. Notices to End Users of the Services may be sent to the email address associated with that End User’s account.
- (d) Keep Contact Details Current. Customer and its End Users must keep the contact details associated with their user accounts and billing contacts current and accurate and notify SurveyMonkey in writing of any changes to such details.
- 15.9 Precedence. If any conflict exists among the following documents, the order of precedence will be: (1) the applicable Order Form, (2) this Agreement, and (3) the applicable SSTs. Any terms set forth under a “Special Terms” heading in any of the foregoing documents will take precedence over any other terms to the contrary in that document.
- 15.10 Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.
- 15.11 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Customer’s End Users are not third party beneficiaries to Customer’s rights under this Agreement.

16 TERMS FOR CERTAIN CUSTOMERS AND COUNTRIES.

16.1 Language. This Agreement was prepared and written in English. Any non-English translations of this Agreement which may be made available are provided for convenience only and are not valid or legally binding.

16.2 Intentionally Omitted.

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Exhibit A

Acceptable Uses Policy

Legal Compliance

You must use the Services in compliance with, and only as permitted by, applicable law. The use of our Services in conjunction with other tools or resources in furtherance of any of the unacceptable uses described herein is also prohibited.

Your Responsibilities.

You are responsible for your conduct, Customer Data, and communications with others while using the Services. You must comply with the following requirements when using the Services. If we become aware of survey content that falls outside the bounds of what is acceptable under this policy, we may remove it and report it. We also take steps to prevent uses of our services that are contrary to the spirit of this policy.

- (a) You may not use the Services to commit an unlawful activity; use the Services for activities where use or failure of the Services could lead to physical damage, death, mental harm, or personal injury.
- (b) You may not provide any person under the age of 13 with access to the Services.
- (c) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.
- (d) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (e) You may not circumvent or attempt to circumvent any limitations that SurveyMonkey imposes on your account (such as by opening up a new account to create or distribute a survey, form, application, or questionnaire that we have closed for a violation of our terms or policies).
- (f) Unless authorized by SurveyMonkey in writing, you may not probe, scan, or test the vulnerability or security of the Services or any SurveyMonkey system or network.
- (g) Unless authorized by SurveyMonkey in writing, you may not use any automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.
- (h) You may not deny others access to, or reverse engineer, the Services, or assist anyone else to do so, to the extent such restriction is permitted by law.
- (i) You may not store or transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (j) You may not use the Services to infringe the intellectual property rights of others.
- (k) Unless authorized by SurveyMonkey in writing, you may not resell or lease the Services.
- (l) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless SurveyMonkey has agreed with you in writing otherwise. You may not use the Services in a way that would subject SurveyMonkey to those industry-specific regulations without obtaining SurveyMonkey's prior written agreement.

Phishing and Security

We strive to protect the security of all our users. We take specific measures to ensure respondents are not misled by surveys or forms used for fraudulent or malicious purposes. We will suspend any use of the Services which come to our attention that:

- attempts to collect social security numbers, credit card numbers, passwords, or other similar types of sensitive information;
- publishes a person's sensitive identifying information against their wishes;
- is intended to deceive or mislead respondents, including by linking to websites with malicious software such as malware;
- knowingly and artificially boosts or inflates a website or webpage's search engine ranking; or
- hosts content that is downloadable, live-streamed, or merely intended to solicit clicks to other sites.

Privacy and Impersonation

Users provide responses and information with the expectation that their information will be handled respectfully and not abused.

- We encourage you to disclose your privacy practices when you use the Services and, if you do, we require you to act in accordance with those practices.
- You may not claim that a survey or other use of our Services is anonymous when it is not.
- You may not impersonate others when using the Services or collecting information.

Spam

We treat our users' email addresses with respect and expect our users who collect email addresses to do the same.

- Emails you send via the Services must have a valid reply-to email address owned or managed by you.
- We prohibit the use of harvested mailing lists.
- We prohibit the use of third-party, purchased, or rented mailing lists unless you are able to provide proof that individuals on the list have opted-in to receiving emails of the type you will be sending them.

You must not use the Services to send emails with deceptive subject lines or false or misleading header information.

Violence and Hate Speech

We remove content and may report information related to that content to law enforcement authorities if we become aware of, or believe that, a genuine risk of harm or threat to public safety exists.

- Our Services may not be used to directly or indirectly threaten or attack others, or to organize or incite violence, harassment, or property damage.
- Our services may not be used for hate speech, or to promote or fund such acts. Examples of hate speech include attacking or advocating for the abuse or exclusion of people based on their ethnicity, national origin, political or religious affiliations, gender, sexual orientation, genetic predisposition, disability, medical or physical condition, veteran status, or any other protected classes under applicable law.

- Our Services may not be used to promote or glorify self-harm.

Bullying and Harassment

Our Services may not be used to bully or harass others.

Pornography and Offensive Graphic Material

We acknowledge nudity, pornography and gore may have a legitimate place in certain uses of our Services. However, we discourage the gratuitous inclusion of such materials.

- You may not include gratuitous graphic violent material or pornography in connection with the use of our Services.
- We recommend adding a conspicuous warning screen before displaying any material which may be offensive in nature.
- We strictly prohibit and report to law enforcement any display of sexual or pornographic content (including in cartoon form) involving minors.

Intellectual Property Infringement

Please respect the intellectual property rights of others. You must have the appropriate rights to any content included in your surveys or forms.

How to Report Policy Violations

If you identify content which you believe is in violation of this policy, you may [file an abuse report](#). Please include the URL of the survey or form at issue.

Exhibit B**SURVEYMONKEY DATA PROCESSING ADDENDUM**

This Data Processing Addendum is entered into as of the Effective Date.

PARTIES

Customer:	AppDynamics International Ltd, 150 Aldersgate Street, London EC1A 4AB, United Kingdom; and AppDynamics LLC, 303 2 nd Street, San Francisco, CA 94107, USA
SurveyMonkey:	SurveyMonkey Europe Unlimited Company of 2 Shelbourne Buildings, Second Floor, Ballsbridge, Dublin 4, Ireland; or, as the case may be, SurveyMonkey Inc. of 1 Curiosity Way, San Mateo, CA 94403, USA.
Effective Date:	August 23, 2019

BACKGROUND

The Customer and SurveyMonkey are party to the following agreement ("**Agreement**"):

Agreement Title:	SurveyMonkey-AppDynamics Order Form and Master Services Agreement
Agreement Date / Version Number:	August 23, 2019 (as amended from time to time)

Under the Agreement, SurveyMonkey provides certain services to the Customer that involve SurveyMonkey processing Customer Data (as defined below).

This Data Processing Addendum ("**DPA**") contains certain terms relating to data protection, and security which have been updated to reflect certain requirements of the General Data Protection Regulations ("**GDPR**") which comes into effect on 25 May 2018. This DPA is intended to reflect the parties' agreement with respect to the processing of Customer Data (as defined below) in accordance with the requirements of Data Protection Legislation (as defined below) and to amend the terms of the Agreement accordingly.

Customer (the controller) appoints SurveyMonkey as processor to process Personal data described in Annex A. SurveyMonkey (i) may only use Personal Data for the sole purpose of providing the Services, and SurveyMonkey shall; (ii) shall ensure that its agents and Sub-contractors shall comply with the obligations that apply to SurveyMonkey under Data Protection Legislation; and (iii) shall process the Data solely to the extent necessary to perform its obligations under this DPA and strictly in accordance with any documented instructions of Customer (the "**Permitted Purpose**"), except where otherwise required by any European Union (or any EU Member State) law.

1 INTERPRETATION.

1.1 In this DPA the following expressions shall, unless the context otherwise requires, have the following meanings:

"Article 28" means article 28 of the General Data Protection Regulation (Regulation (EU) 2016/679).

"Customer Data" means all data (including Personal Data and End User data) that is provided to SurveyMonkey by, or on behalf of, Customer through Customer's use of the Services, and any data that third parties submit to Customer through the Services.

"Data Protection Impact Assessment" means a data protection impact assessment as referred to in art 35 of the General Data Protection Regulation (Regulation (EU) 2016/679).

"Data Protection Legislation" the Data Protection Acts 1988 and 2003, the Data Protection Directive (95/46/EC), with effect from 25 May 2018 the General Data Protection Regulation (EU) 2016/679, the European Communities (Electronic Communications Networks And Services) (Privacy And Electronic Communications) Regulations 2011, and the the ePrivacy Directive 2002/58/EC and all other applicable data protection or privacy legislation.

"End Users" means Customer's employees, agents, independent contractors and other individuals authorized by Customer to access and use the Services, unless otherwise defined in a specific Order Form or SST.

"Personal Data" means information relating to a living individual who is, or can be, reasonably identified from information, either alone or in conjunction with other information, within Customer's control and which is stored,

collected or processed within one of Customer's SurveyMonkey End User accounts, and is described in Annex A to this DPA.

"Privacy Policy" means the SurveyMonkey Privacy Policy at <http://www.surveymonkey.com/mp/privacy-policy/>.

"Effective Date" means the date stated at the beginning of this DPA.

- 1.2 **"data subject", "processing", and "processor"** shall have the meanings given to those terms respectively in Directive 95/46/EC (or, with effect from 25 May 2018, in the General Data Protection Regulation (EU) 2016/679).
- 1.3 All capitalized terms not otherwise defined in this DPA shall have the meanings given to them in the Agreement.
- 1.4 Any phrase introduced by the terms "other", "including", "include" or any similar expression shall be construed without limitation.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or superseded from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

2 Term

This DPA shall remain in force until such time as the Agreement is terminated or expires.

3 Customer's Obligations

Customer shall ensure and hereby warrants and represents that it is entitled to transfer the Customer Data to SurveyMonkey so that SurveyMonkey may lawfully process and transfer the Personal Data in accordance with this DPA. Customer shall ensure that relevant data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Legislation.

4 SurveyMonkey's Obligations

- 4.1 **Privacy Policy.** Customer has read and acknowledges the applicability of the Privacy Policy to this Agreement. Customer also acknowledges that SurveyMonkey may revise the Privacy Policy from time to time and that the most current version of the policy will always be at <http://www.surveymonkey.com/mp/privacy-policy/>. When SurveyMonkey makes a change to this policy that, in SurveyMonkey's sole discretion, is material, SurveyMonkey will notify you in accordance with the notice provisions at Section 15.9 of the Agreement. By continuing to access or use the Services (as defined in the Agreement) after those changes become effective, you agree to be bound by the revised Privacy Policy.
- 4.2 **Data Protection.** Where SurveyMonkey is processing Personal Data for Customer, SurveyMonkey will:
 - (a) only do so on documented Customer instructions and in accordance with applicable law, including with regard to transfers of personal data to a third country or an international organization, and the parties agree that the Agreement and the Privacy Policy constitute such documented instructions of the Customer;
 - (b) (i) ensure that all SurveyMonkey personnel involved in the processing of Customer Personal Data are party to confidentiality obligations in respect of the Customer Personal Data; and (ii) take reasonable steps to ensure the reliability of all SurveyMonkey personnel and any Sub-processors (as defined in clause 5 below) (including, without limitation, appropriate training in data protection and security, integrity and confidentiality of Personal Data);
 - (c) make available (at Customer's expense) information necessary for Customer to demonstrate compliance with its Article 28 obligations (if applicable to the Customer) where such information is held by SurveyMonkey and is not otherwise available to Customer through its account and user areas or on SurveyMonkey websites, provided that Customer provides SurveyMonkey with at least 14 days' written notice of such an information request;
 - (d) cooperate as reasonably requested by Customer (at Customer's expense) to enable Customer to comply with any exercise of rights by a data subject under the General Data Protection Regulation (EU) 2016/679 in respect of personal data processed by SurveyMonkey in providing the Services;
 - (e) promptly notify Customer of all requests received directly from a data subject of any of the Customer Data in respect of that data subject's Personal Data submitted through the Services;
 - (f) cooperate with the Office of the Data Protection Commissioner or any replacement or successor body from time to time (or, to the extent required by the Customer, any other data protection or privacy regulator) in the performance of such regulator's tasks where required;
 - (g) not store Customer Data for longer than is necessary for the purposes for which the data is processed save to the extent such retention is required for legitimate business purposes (with respect to, for

example, security and billing) in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes;

- (h) assist Customer as reasonably required (at Customer's expense) where Customer conducts a Data Protection Impact Assessment involving the Services; and
- (i) maintain a written record of all categories of processing activities carried out on behalf of Customer, containing all information required under Data Protection Legislation, and make this record available on request to Customer or any relevant EU or Member State supervisory authority.

5 Sub-processors

- 5.1 Sub-processing. a. Customer provides a general authorization to SurveyMonkey to engage onward sub-processors, subject to compliance with the requirements in this Section 5.
- 5.2 Sub-processor List. SurveyMonkey will, subject to the confidentiality provisions of the Agreement or otherwise imposed by SurveyMonkey:
 - (a) make available to Customer a list of the SurveyMonkey subcontractors ("**Sub-processors**") who are involved in processing or sub-processing Customer Personal Data in connection with the provision of the Services, together with a description of the nature of services provided by each Sub-processor ("**Sub-processor List**"). A copy of this Sub-processor List may be requested [here](#); SurveyMonkey shall ensure that all Sub-processors are bound by contractual terms that are in all material respects no less onerous than those contained in this DPA; and
 - (b) be liable for the acts and omissions of its Sub-processors to the same extent SurveyMonkey would be liable if performing the services of each of those Sub-processors directly under the terms of this DPA, except as otherwise set forth in the Agreement.
- 5.3 New / Replacement Sub-processors. SurveyMonkey will provide Customer with written notice of the addition of any new Sub-processor or replacement of an existing Sub-processor at any time during the term of the Agreement ("**New Sub-processor Notice**"), provided that Customer signs up to a mailing list made available by SurveyMonkey through which such notices will be delivered by e-mail.. If Customer has a reasonable basis, or a Data Protection Legislation permits Customer, to object to SurveyMonkey's use of a new or replacement Sub-processor, Customer will notify SurveyMonkey promptly in writing after receipt of a New Sub-processor Notice. In the event of such reasonable, or permitted, objection, either Customer or SurveyMonkey may terminate the portion of any Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor (which may involve termination of the entire Agreement) with immediate effect by providing written notice to the other party. Such termination will be without a right of refund for any fees prepaid by Customer for the period following termination.

6 Security

- 6.1 Security Measures. SurveyMonkey has, taking into account the state of the art, cost of implementation and the nature, scope, context and purposes of the Services and the level of risk, implemented, and shall maintain for the term of this DPA, appropriate technical and organizational measures to ensure a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to Customer Data. At reasonable intervals, SurveyMonkey tests and evaluates the effectiveness of these technical and organizational measures for ensuring the security of the processing. SurveyMonkey shall provide to Customer any information or assurance necessary to demonstrate compliance with its obligations under this DPA, or as may be reasonably required by Customer to comply with its obligations under Data Protection Legislation (including the security of any data processed by SurveyMonkey or its agents or Sub-contractors).
- 6.2 Security Incident. If SurveyMonkey becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, loss, corruption, rendering unusable, or destruction of, Customer Data ("**Security Incident**"), SurveyMonkey will notify Customer without undue delay, but in any event within 72 hours of becoming aware of the Security Incident. SurveyMonkey will also reasonably cooperate with Customer with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any information reasonably requested by Customer in relation to any Security Incident. If any Personal Data in the possession and/or control of SurveyMonkey is lost, corrupted or rendered unusable for any reason, SurveyMonkey shall promptly notify Customer and use commercially reasonable efforts to attempt to restore such Personal Data including by using its back up and/or disaster recovery procedures, at no cost to Customer.

7 Audits

- 7.1 Audits. Customer will provide SurveyMonkey with at least one month's prior written notice of any audit, which may be conducted by Customer or an independent auditor appointed by Customer (provided that no person conducting the audit shall be, or shall act on behalf of, a competitor of SurveyMonkey) ("**Auditor**"). The scope of an audit will be as follows:

(a) Customer will only be entitled to conduct an audit once per year (during the course of a 12 month subscription) unless otherwise legally compelled or required by a regulator with established authority over the Customer, and/or over Customer's clients, to perform or facilitate the performance of more than 1 audit in that same year (in which circumstances Customer and SurveyMonkey will, in advance of any such audits, agree upon a reasonable reimbursement rate for SurveyMonkey's audit expenses).

(b) SurveyMonkey agrees, subject to any appropriate and reasonable confidentiality restrictions, to provide evidence of any certifications and compliance standards it maintains and will, on request, make available to Customer (i) an executive summary of SurveyMonkey's most recent annual penetration tests, which summary shall include remedial actions taken by SurveyMonkey resulting from such penetration tests; and (ii) SurveyMonkey's most recent SOC II report (or equivalent).

(c) The scope of an audit will be limited to SurveyMonkey systems, processes, and documentation relevant to the processing and protection of Personal Data, and Auditors will conduct audits subject to any appropriate and reasonable confidentiality restrictions requested by SurveyMonkey.

(d) Customer will promptly notify and provide SurveyMonkey with full details regarding any perceived non-compliance or security concerns discovered during the course of an audit.

(e) SurveyMonkey will inform Customer if it comes to its attention that any instructions received in respect of this clause 7.1 infringe the provisions of the General Data Protection Regulation or other applicable EU or EU Member State data protection law. Notwithstanding the foregoing, SurveyMonkey shall have no obligation to review the lawfulness of any instruction received from the Customer.

- 7.2 The parties agree that, except as otherwise required by order or other binding decree of a regulator with authority over the Customer, this Section 7 sets out the entire scope of the Customer's audit rights as against SurveyMonkey.

8 International Transfers

- 8.1 SurveyMonkey shall not transfer Customer Personal Data nor permit Customer Data to be transferred outside of the EEA unless to the extent applicable, SurveyMonkey Europe UC relies upon (i) SurveyMonkey Inc.'s Privacy Shield certification and/or standard contractual clauses and/or consent for data transfer to the United States to SurveyMonkey Inc., and (ii) standard contractual clauses for data transfers to countries outside the European Economic Area, other than the United States, that do not have adequate levels of data protection as determined by the European Commission. Customer appoints SurveyMonkey Europe UC (and, to the extent required, SurveyMonkey Inc.) as its agent for purposes of entering into any standard contractual clauses for such purposes on Customer's behalf.

9 Liability

Liability. The parties' respective aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any and all claims arising out of or in connection with this DPA shall be as set out in the Agreement.

10 General Provisions

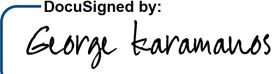
- 10.1 Conflict. If there is an inconsistency between any of the provisions of this DPA and the provisions of the Agreement, the terms of this DPA shall prevail.
- 10.2 Counterparts. This DPA may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this DPA by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this DPA.
- 10.3 Entire Agreement. This DPA, together with the Agreement and any Order Form represent the entire agreement between the parties with respect to its subject matter. Each of the parties confirms that it has not relied upon any representations not recorded in this document inducing it to enter into this DPA. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of each of the parties on or after the date of this DPA.
- 10.4 Variation. No variation of this DPA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.5 Severance. If any provision or part-provision of this DPA is or becomes invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such amendment is not possible, the relevant provision or part-provision shall be deemed deleted. Any amendment to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this DPA.

- 10.6 No Partnership or Agency. Save where otherwise specified, nothing in this DPA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided herein.
- 10.7 Governing Law. Notwithstanding any governing law provisions of the Agreement, this DPA shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.

* * * * *

Acknowledged and Agreed:

CUSTOMER


Signature: 
EADD3AC1FF6B486...

Name: George Karamanos

Title: General Counsel

Date: August 25, 2019

SURVEYMONKEY

Signature: 
A0541A72751B403...

Name: Will Joenaiddy

Title: Director of Revenue

Date: August 25, 2019

Annex A

Personal Data

Duration of processing:

The Personal Data Processed by Data Processor will be processed for the duration of the Agreement.

Nature of processing:

Personal Data will be processed to the extent necessary to provide Services in accordance with this DPA, the Agreement and Data Controller's Instructions. The Data Processor processes Personal Data only on behalf of the Data Controller

Subject matter of processing:

Technical support, Issue diagnosis and error correction to ensure the efficient and proper running of the systems and to identify, analyse and resolve technical issues both generally in the provision of the Services and specifically in answer to a customer query. This operation relates to all aspects of personal information processed but will be limited to metadata where possible by the nature of any request.

Virus, anti-spam and Malware checking in accordance with the Services provided. This operation relates to all aspects of Personal Data processed.

URL scanning for the purposes of the provision of targeted threat protection and similar service which may be provided under the Agreement. This operation relates to attachments and links in emails and will relate to any personal information within those attachments or links which could include all categories of personal information.

Type of personal data and categories of personal data:

Data subjects:

Data subjects include:

- Natural persons who submit personal data to the data importer via use of the Services (including via online surveys and forms hosted by the data importer on behalf of the data exporter) ("**Respondents**").
- Natural persons whose personal data may be submitted to the data exporter by Respondents via use of the Services.
- Natural persons who are employees, representatives, or other business contacts of the data exporter.
- The data exporter's users who are authorized by the data exporter to access and use the Services.

Data about Customer:

Categories of personal data:

The data exporter may submit personal data to the Services, and may request for Respondents to submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, without limitation:

- Personal data of all types that may be submitted by Respondents to the data exporter via user of the Services (such as via surveys). For example: name, geographic location, age, contact details, IP address, profession, gender, financial status, personal preferences, personal shopping or consumer habits, and other preferences and other personal details that the data exporter solicits or desires to collect from its Respondents.

- Personal data of all types that the data importer may include in forms and surveys hosted on the Services for the data exporter (such as may be included in survey questions).
- Contact and billing details of the data exporter's employees, authorized end users, and other business contacts. For example: name, title, employer, contact information (company, email, phone, address, etc.), payment information, and other account-related data.

Annex B**SURVEYMONKEY SUB-PROCESSOR LIST – as of August 23, 2019**

<u>Subprocessor Name</u>	<u>Summary of Services</u>
Akamai	Content distribution network (CDN) services, caching images and static pages
Amazon	AWS S3 - data storage services for storing survey assets
Amazon Web Services	Host TechValidate email server
Filestack, Inc. (formerly, Filepicker)	Handles and stores file uploads to surveys
Ingenico	Payment processor (for some customers)
LogMeIn	provider of software as a service and cloud-based remote connectivity services for collaboration
Microsoft	Office 365 - office software and storage services, including Outlook and OneDrive
New Relic	Performance monitoring.
Salesforce	CRM system that also manages customer support correspondence
SparkPost	Email delivery service
SurveyMonkey affiliates	SurveyMonkey Inc., SurveyMonkey Australia Pty Limited, SurveyMonkey Canada Inc. - customer and product support services; product development, infrastructure and technology services
Twilio	Phone calling and SMS delivery service

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the **data exporting** organisation:

AppDynamics International Ltd for and on behalf of itself and its affiliates based in the EEA and Switzerland, the current list of which is at Appendix 3.

Address: 150 Aldersgate Street, London, EC1A 4AB, United Kingdom

Tel.: +44 (0) 1344 207 320; e-mail: legal@appdynamics.com

(each a **data exporter**)

And

Name of the **data importing** organisation: SurveyMonkey Inc. or SurveyMonkey Europe Unlimited Company as the case may be

Address: 1 Curiosity Way, San Mateo, CA 94403, USA and 2 Shelbourne Buildings, Second Floor, Ballsbridge, Dublin 4, Ireland

Tel.: e-mail: legal@surveymonkey.com

Other information needed to identify the organization:

(**the data importer**)

each a "**party**"; together "**the parties**".

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

'the data exporter' means the controller who transfers the personal data;

'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

3.1 The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

3.2 The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.3 The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and,

where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as

soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

6. Liability

- 6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
- 6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data

exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

6.3 The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

6.4 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

11. Subprocessing

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by

way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

- 11.2 The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- 11.3 The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 11.4 The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

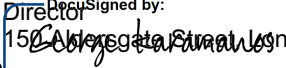
- 12.1 The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 12.2 The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): George Karamanos

Position: Director

Address: 150 Abchurch Lane, London, EC1A 4AB, United Kingdom

Signature:  EADD3AC1FF6B496.....

Other information necessary in order for the contract to be binding (if any):

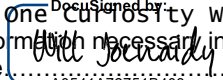
On behalf of the data importer:

Name (written out in full): Will Joenaidy

Position: Director of Revenue

Address: One Curiosity Way, San Mateo, CA

Other information necessary in order for the contract to be binding (if any):

Signature:  A0541A72751B403.....

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly activities relevant to the transfer):

A software company providing application performance management software and related support, maintenance, training and enablement services.

Data importer

The data importer is (please specify briefly your activities relevant to the transfer):

SurveyMonkey is a provider of online survey and survey-related products and services.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data subjects include:

- Natural persons who submit personal data to the data importer via use of the Services (including via online surveys and forms hosted by the data importer on behalf of the data exporter) ("**Respondents**").
- Natural persons whose personal data may be submitted to the data exporter by Respondents via use of the Services.
- Natural persons who are employees, representatives, or other business contacts of the data exporter.
- The data exporter's users who are authorized by the data exporter to access and use the Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

The data exporter may submit personal data to the Services, and may request for Respondents to submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, without limitation:

- Personal data of all types that may be submitted by Respondents to the data exporter via user of the Services (such as via surveys). For example: name, geographic location, age, contact details, IP address, profession, gender, financial status, personal preferences, personal shopping or consumer habits, and other preferences and other personal details that the data exporter solicits or desires to collect from its Respondents.
- Personal data of all types that the data importer may include in forms and surveys hosted on the Services for the data exporter (such as may be included in survey questions).
- Contact and billing details of the data exporter's employees, authorized end users, and other business contacts. For example: name, title, employer, contact information (company, email, phone, address, etc.), payment information, and other account-related data.

If and to the extent submitted by the data exporter through the services provided by the data importer, the following categories of data may be transferred:

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Respondents may submit special categories of personal data to the data exporter via the Services, the extent of which is determined and controlled by the data exporter. For clarity, these special categories of Personal Data may include 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.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of processing Personal Data by the data importer is to support SurveyMonkey Europe UC or SurveyMonkey Inc. (as applicable) in its performance of the Services pursuant to the Agreement.



DATA EXPORTER

DocuSigned by:
Name: George Karamanos, General Counsel of AppDynamics LLC
Authorised SignatureEADD3AC1FF6B486...

DATA IMPORTER

DocuSigned by:
Name: Will Joenaidy
Authorised SignatureA0541A72751B403...

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

SurveyMonkey as the data importer will maintain appropriate administrative, physical, and technical safeguards ("Security Safeguards") for protection of the security, confidentiality and integrity of Personal Data as are described in the Data Processing Agreement to which these Clauses are attached.

DATA EXPORTER

DocuSigned by:
Name: George Karamanos, General Counsel of AppDynamics LLC
Authorised Signature
EADD3AC1FF6B486...

DATA IMPORTER

DocuSigned by:
Name: Will Joenaidy
Authorised Signature
A0541A72751B403...

**Appendix 3 to the Standard Contractual Clauses
Group Companies**

Name	Registered Company Number	Registered Address	Country
AppDynamics International Ltd.	09004916	150 Aldersgate Street, London, EC1A 4AB, United Kingdom	United Kingdom
AppDynamics Netherlands BV	61821934	Communicatieweg 3-1 h 3641SG MIJDRECHT Netherlands	Netherlands
AppDynamics SARL	750 957 011 RCS	4 rue Marivaux 75002 Paris, France	France
AppDynamics GmbH	HRB 199781	Ebertstrasse 15, 10117 Berlin, Germany	Germany
AppDynamics S.A.	CHE-313.413.560	Chemin de la Chiésaz 15 1024 Ecublens, Switzerland	Switzerland
AppDynamics S.L.U.	Tax Identification Code number B87400750. Registered with the Madrid Commercial Registry under Volume 34013, Folio 102, Sheet M-612082, entry 1	calle Príncipe de Vergara nº 131 Madrid 28001, Spain	Spain
AppDynamics Sweden, AB	559023-0495	Nora Vallgatan 70, 211 22 Malmö, Sweden	Sweden
AppDynamics ApS	37319120	Bredgade 6, 1st floor 1260 Copenhagen K Denmark	Denmark
AppDynamics	916 490 453	c/o Cabinet fiduciare E.P. Wintch SA, Chemin de la Chiésaz 15, 1024 Ecublens, Switzerland	Norway
AppDynamics S.r.l.	Fiscal code and registration number: 09488470965	Piazza Meda Filippo 3, Milano CAP 20121, Italy	Italy

Appendix 4 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

This Appendix sets out the parties' interpretation of their respective obligations under specific Clauses identified below. Where a party complies with the interpretations set out in this Appendix, that party shall be deemed by the other party to have complied with its commitments under the Clauses.

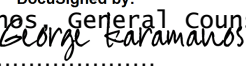
General Data Protection Regulation (Regulation 2016/679 of the European Parliament)

The parties acknowledge and agree that, all references in the Clauses to Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data shall be replaced with references to the relevant provisions of Regulation 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, and repealing Directive 95/46/EC (General Data Protection Regulation).

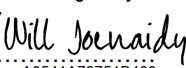
Member State

The parties acknowledge and agree that, despite any withdrawal by the United Kingdom from the European Union, if the data exporter is established in the United Kingdom then all references in the Clauses to a "Member State" shall mean the United Kingdom.

DATA EXPORTER

DocuSigned by:
Name: George Karamanos, General Counsel of AppDynamics LLC
Authorised Signature: 
EADD3AC1FF6B486...

DATA IMPORTER

DocuSigned by:
Name: Will Joenaidy
Authorised Signature: 
A0541A72751B403...



Order Form

Order ID: 00013256.0
SM contracting entity: SurveyMonkey Inc.
FEIN: 37-1581003

Date prepared: August 23, 2019
Prepared by: Rachael Hoover
Offer expires: July 15, 2019
MSA ID: 00013249.0

Customer Details

Organization name:	Appdynamics LLC	Billing contact name:	Ryan Shopp
Business contact name:	Ryan Shopp	Billing email:	ryan.shopp@appdynamics.com
Business contact email:	ryan.shopp@appdynamics.com	Billing phone:	(415) 442-8400
Business contact phone:	(415) 442-8400	Billing address:	303 Second Street, North Tower 8th Floor, San Francisco, CA, 94107, US
Business address:	303 Second Street, North Tower 8th Floor, San Francisco, CA 94107, US		

Term (In Months): 12

Invoice Schedule: Full Amount on Execution

Order Details

Subscription Term Start Date:	July 15, 2019	Subscription Term End Date:	July 14, 2020
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Product Name	Product Attributes	Quantity	Sales Price	Total Product Price
TechValidate 4-6 Projects	Allows the customer to conduct 4-6 content generation projects to be sent within the subscription term, with up to 5,000 unique customer recipients per project.	1	22,500.00 USD	22,500.00 USD
TechValidate Standard Platform	Provides the ability to create unlimited number of content assets, uncapped user access, and a dedicated CSM during the subscription term. Licensed For: AppDynamics	1	15,000.00 USD	15,000.00 USD
TechValidate One-time Discount		1	-12,500.00 USD	-12,500.00 USD

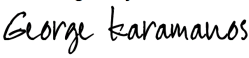
Sub-Total:	25,000.00 USD
Total Price:	25,000.00 USD

Terms


This Order Form and the products and services ordered hereunder are subject to and form part of the Master Services Agreement with the MSA ID number specified above (“MSA”). This Order Form is effective when signed by all parties.
Taxes: The Total Price above is exclusive of any applicable taxes.
Payment Terms: Net 60

Signatures

CUSTOMER

DocuSigned by:

Signature: _____
EADD3AC1FF6B486
Name: George Karamanos
Title: General Counsel
Date signed: August 25, 2019

SURVEYMONKEY

DocuSigned by:

Signature: _____
A0541A72751B403
Name: Will Joenaidy
Title: Director of Revenue
Date signed: August 25, 2019

Legal approved by: 
Name: Denise Foley
Date: August 23, 2019