SERVICES AGREEMENT

This Services Agreement (this "**Agreement**") is entered into as of the date of final signature below (the "**Effective Date**") by and between Egnyte, Inc., a Delaware corporation, located at 1350 W. Middlefield Road, Mountain View, California 94043 ("**Egnyte**") and AppDynamics LLC, a Delaware limited liability company, located at 303 Second Street, North Tower, Eighth Floor, San Francisco, CA 94017 and its Affiliates ("**Customer**"). This Agreement supersedes and replaces in its entirety the Services Agreement entered into as of June 10, 2014, between the Egnyte and AppDynamics LLC (formerly AppDynamics, Inc.) (the "**Prior Agreement**").

1. Definitions and Interpretation.

"**Account**" means an account or domain created by or on behalf of Customer within the Services.

"**Affiliate**" means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party (where "control" means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity).

"**Administrator**" means i. with respect to the Egnyte Connect Service, the Power Users appointed by Customer to have administrative rights to the Egnyte Connect Service, including to add subscriptions, cancel subscriptions, and define the scope of the Egnyte Connect Service, and ii. with respect to the Egnyte Protect Service, those individuals identified by Customer to have the ability to interface directly with the Egnyte Protect Service.

"**Content**" means files, materials, data, text, audio, video, images or other content.

"**Content Under Protection**" means Content accessible by the Egnyte Protect Service, as detailed in the applicable Order Form.

"**Documentation**" means the written materials describing the functionality, operation, and use of the Services that Egnyte provides or makes generally available to customers of the Services, including material at https://helpdesk.egnyte.com/hc/en-us.

"**Egnyte Platform**" means Egnyte's hosted content services platform (including those applications associated with the Egnyte Connect Service and/or the Egnyte Protect Service) that enables the processing, governance, and general management of Content in accordance with the purchased Egnyte Platform subscription. An individual Egnyte Platform subscription includes the per-unit features and functionality under the Egnyte Platform plan indicated on Customer's Order Form.

- "**Egnyte Connect Service**" is a service enabling secure file sharing, editing, and collaboration for content stored in private datacenters, through a cloud-based repository, and/or through a User's device linked to the Services.
- "**Egnyte Protect Service**" is a content governance service that monitors Egnyte-supported content repositories to identify potential corporate-wide access control problems within such repositories.

"**Order Form**" means Egnyte's then-current standard form (including an online form for purchases) setting forth the Services, pricing, fees, and payment terms.

"**Services**" refers to the services ordered under Customer's Order Form(s).

"**User**" means: i. an individual authorized by Customer to be a Power User or a Standard User of the Egnyte Connect Service, as follows:

- "**Power User**" means an individual authorized by Customer who is an employee, consultant, or individual contractor of Customer. An individual who is a third party but requires Power User functionality may also be provisioned with a Power User subscription.

- "**Standard User**", also referred to as a "**Business Partner User**", means an individual other than a Power User. For clarity, an employee, consultant, or contractor of Customer may not use a Standard User subscription.

and/or ii. an individual existing in a content repository whose Content will be scanned under the Egnyte Protect Service in accordance with the terms of the Agreement.

This Agreement contains certain provisions that are unique to the Egnyte Connect Service, Egnyte Protect Service, or Egnyte Platform. Those provisions are only binding and enforceable to the extent Customer purchases a subscription to said Services. Section headings are for general reference only and are not probative in interpreting the meaning of any provisions hereunder.

2. Availability and Use of the Services.

a. Services.

i. General: Egnyte will make the Services available to Customer and its Affiliates during the Subscription Term of this Agreement for its business purposes solely through any Account registered to Customer and in accordance with the relevant

Order Form. For clarity, the Services are not for resale. Subject to the terms of this Section, any Customer Affiliate may purchase Services directly under this Agreement by entering into an Order Form with Egnyte. Each Order Form: (i) will incorporate by reference and be governed by the terms of this Agreement; (ii) is deemed to be a separate contract between the Customer entity that directly entered into the Order Form and Egnyte; and (iii) is an independent contractual obligation from any other Order Form. For an Order Form directly entered into by a Customer Affiliate, Egnyte shall perform its obligations under the Order Form as if this Agreement had been executed directly between Egnyte and the Customer Affiliate entering into the Order Form. Each Customer entity shall be severally liable for its own obligations under each Order Form it has entered into pursuant to this Agreement and shall be bound by and solely responsible for the performance of all of its obligations including, payment obligations, under such Order Form.

ii. Services Configuration: Customer shall be responsible for configuring the Services per Customer requirements, subject to the functionalities or limitations of such Services.

b. **Access to the Services**. Egnyte provides its Services in a hosted, cloud-based format. Egnyte makes the Egnyte Clients available to Customer and its Affiliates, including Administrators and Users (subject to the usage restrictions associated with Standard User subscriptions), solely as an ancillary tool for accessing the Services. Customer acknowledges that, from time to time, Egnyte may issue updates to the Egnyte Clients (for example, to address security vulnerabilities, upgrade the protocol, improve usability or performance, and upgrade features). In that event, in order for Customer to best utilize the Services, either Customer will be offered the ability to upgrade the version of Egnyte Clients that are currently running, or they will be automatically upgraded by Egnyte. **"Egnyte Clients"** means the installations installed on Customer's local server, desktop, mobile, or other device (for example, mobile apps, desktop apps, and group apps) that enable a User or Administrator to engage with the Services.

c. **Provision of Support for Services.** Egnyte will provide support for the Services as described in Exhibit A: Premium Support Package. Egnyte may update its Support from time to time on written notice (which may include posting the updated Support on Egnyte's customer support website) as long as the new level of support is not materially less than that described in the applicable Order Form as of its effective date.

d. **Data Protection, Security Measures and Backup Procedures.** Egnyte will comply with the data protection and information security procedures described in the Data Protection Addendum located in Exhibit C (the "**DPA**"). On an annual basis and upon Customer's written request, Egnyte will provide Customer with SOC-2 and SSAE18-related reports from the third party data center providers utilized in the provision of Services to Customer. Customer acknowledges and agrees that all such reports constitute Confidential Information of Egnyte or its providers. To provide availability and redundancy of Customer Content processed through the Egnyte Connect Service, Egnyte maintains copies of the Content across two data centers at all times.

3. **Customer's Responsibilities relating to Use of the Services.**

a. **Content.** Customer (i) is responsible for the accuracy and quality of the Content; (ii) will ensure that the Content and the usage thereof by Users complies with this Agreement and applicable laws; (iii) will promptly handle and resolve any notices and claims from a third party claiming that any Content violates such party's rights, including take-down notices pursuant to the U.S. federal Digital Millennium Copyright Act; and (iv) will ensure that any and all necessary permissions are secured to enable Egnyte to access, copy and/or use Content as necessary to perform the Services including, but not limited to, consent of Users to process Content in general and any personal data in particular (and Customer's signature on this Agreement confirms that Users' consent has been secured), along with consent of Users for any communications integral to the Services. Absent a binding legal order, Egnyte does not access a Customer's Account for the purpose of monitoring Content transmitted through the Egnyte Connect Service.

b. **Passwords and Accounts.** Without derogating from Egnyte's confidentiality and security obligations hereunder, Customer is responsible for all activities conducted under its User and Administrator logins, and for safeguarding the confidentiality of the User/Administrator names and passwords Egnyte will have no liability to Customer or any third party as a result of any disclosure or access to Customer's Account or Content as a result of Customer, Administrator, or User misuse or loss of, any login credentials. Customer will provide Egnyte with prompt written notice regarding any unauthorized use of an Account, Content, or the Services of which Customer becomes aware, and Customer will take all steps necessary to terminate such unauthorized use. In addition, Customer will provide Egnyte with any cooperation and assistance reasonably requested by Egnyte related to such unauthorized use.

c. **Use Restrictions**. Customer will comply with, and ensure its Users comply with, this Agreement. In addition, Customer will not: (i) knowingly use or allow use of the Services in any manner or for any purpose other than as expressly permitted by this Agreement, including, without limitation, allowing Users who should be classified as Power Users to use Standard User logins; (ii) allow multiple individuals to utilize the same User login credentials; (iii) resell, sublicense, lease, or otherwise

make the Services available to any third party; (iv) modify, copy, or create derivative works based on the Services; (v) reverse engineer, disassemble, or decompile the Services, or attempt to derive source code from the Services; (vi) remove, obscure, or alter any proprietary right notice related to the Services; (vii) knowingly use or allow use of the Egnyte Connect Service to send unsolicited or unauthorized junk mail, spam, chain letters, or any other form of duplicative or unsolicited messages; (viii) store or transmit Content: (A) containing unlawful, defamatory, threatening, pornographic, abusive, or libelous material, (B) containing any material that encourages conduct that could constitute a criminal offense, or (C) that violates the intellectual property rights or rights to the publicity or privacy of others; (ix) knowingly use or allow use of the Services to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents, or programs; (x) knowingly interfere with or disrupt use of the Services by other Egnyte customers or to other servers or networks connected to the Services, or violate the regulations, policies, or procedures of such other networks; (xi) knowingly access or attempt to access, through password mining or any other means, Egnyte's other accounts, computer systems or networks not covered by this Agreement; (xii) access, use, or allow use of the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (xiii) knowingly use or allow use of the Services for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without Egnyte's prior written consent.

d. **Notices.** Customer acknowledges that Egnyte may send it and its Users communications or data regarding the Services using electronic means. These may include, but are not limited to: (i) notices about usage of the Services, including notices concerning violations of use, (ii) updates to the Services, (iii) materials regarding Egnyte's products and services, and (iv) information the law requires Egnyte to provide. Egnyte provides Users the opportunity to opt-out of receiving certain of these communications by following the opt-out instructions provided in the message, and Administrators may block communications to Users via the Account. However, Egnyte may continue to provide necessary and/or required information by email or via access to a website that Egnyte identifies. Legal notices to Customer should be sent to legal@appdynamics.com.. Notices to Egnyte should be sent via email to legal@egnyte.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: Egnyte, Inc., Attn: Legal Department, 1350 W. Middlefield Road, Mountain View, California 94043. Any such notice, in either case, must specifically reference that it is a notice given under this Agreement. Such notices via email will be deemed given and received when the recipient responds evidencing proof of notice received.

e. **Third Party Services and Content.** All transactions using the Services are between the transacting parties to this Agreement only. The Services may contain features and functionalities linking or providing Customer with certain functionality and access to third party content, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products, or services. Access to such third party content may be facilitated by Egnyte through its online app store. Customer acknowledges that Egnyte is not responsible for such third party content (including any terms and conditions or activities thereunder), and Egnyte is neither an agent of any third party nor a direct party in any such transaction; provided, however, that with regard to purchases of third party content made through the Egnyte app store, Egnyte may serve in a limited role as a billing agent with regard to particular transactions initiated by Customer.

4. **Fees and Payment.**

a. **Fees and Fees for Services Upgrade.** Customer will pay fees to Egnyte as set forth in the applicable Order Form. Except as otherwise stated in this Agreement, all fees are non-refundable. If Customer upgrades or expands consumption of Services (for example, to obtain additional storage or Content Under Protection [which are purchased on a per-domain basis], User access, or additional features and functionality) within a Subscription Term (a "**Services Upgrade**"), Customer agrees to pay for the Services Upgrade for the remainder of the Subscription Term at the pricing specified for ordering additional Services in the applicable Order Form (and if not specified, at Egnyte's then-current list pricing). Any discount applied to Customer's initial order of Services shall not apply to a Services Upgrade unless mutually agreed upon in writing between the parties. Fees for Services Upgrades will be paid in accordance with the payment terms then in effect.

b. **RESERVED.**

c. **Invoicing and Payment Terms.** All fees will be due and payable within 60 days of receipt of invoice unless otherwise specified on the applicable Order Form. Customer agrees to keep all information in Customer's billing account current. Payment methods and billing account information may be changed by using the means provided by Egnyte, including via Egnyte's website; however, such changes do not affect charges submitted to Customer's billing account prior to the date on which the changes are processed and take effect. In the event Customer disputes any charged or invoiced fees, Customer will provide written notice of the disputed amount within the payment period and timely pay any undisputed portion of such charge or invoice. The parties agree to cooperate in good faith to resolve any disputed charge or invoice (or portion thereof). All amounts payable by Customer under this Agreement will be made without setoff or counterclaim and without any deduction or withholding. At Egnyte's discretion, past due amounts may accrue a late fee equal to 1.0% per month or the maximum amount allowed by applicable law, whichever is less. Customer will pay for all reasonable costs incurred by

Egnyte in collecting past due amounts, including reasonable attorneys' fees and other legal fees and costs. In addition to its other rights and remedies, Egnyte may suspend Customer's access to or cancel the Services if Customer's account remains past due thirty days after Egnyte provides Customer written notice of a past due amount.

d. **Taxes.** Fees are exclusive of Taxes, and Customer shall pay or reimburse Egnyte for all Taxes arising out of this Agreement. For purposes of this Agreement, "**Taxes**" means any sales, use, withholding, and other taxes (other than taxes on Egnyte's income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. Customer will promptly provide Egnyte with legally sufficient tax exemption certificates for each taxing jurisdiction in which it claims exemption. In the event any government or authority imposes withholding taxes on Egnyte's fees, Customer shall increase the amount of fees payable to Egnyte in a manner such that Egnyte receives the full amount of committed fees pursuant to the applicable Order Form.

5. **Ownership.**

a. **Ownership by Customer.** As between Egnyte and Customer, Customer or its licensors own all right, title, and interest in and to the Content.

b. **Ownership by Egnyte.** As between Egnyte and Customer, Egnyte or its licensors own all right, title, and interest in and to the Services, Egnyte Clients, and all hardware, software, and other items used to provide the Services. No title to or ownership of any proprietary rights related to the Services or Egnyte Clients is transferred to Customer pursuant to this Agreement or any transaction contemplated by this Agreement. Egnyte reserves all rights not explicitly granted to Customer under this Agreement. Egnyte is free to use any comments, suggestions, recommendations, improvements, and other feedback provided by Customer, an Administrator, or a User with respect to the Services for any purpose, without obligation.

6. **Professional Services**

a. **General.** Customer may wish to receive certain professional services from Egnyte's dedicated professional services team. Such services may include a rollout plan, project management, data and permissions migration, integrations, and customizations, all as described in a mutually agreed upon Statement of Work ("**SOW**") accompanying the applicable Order Form. To the extent payment terms are not specified in the SOW, the payment terms in this Agreement shall apply.

b. **Deliverables, Ownership**. Unless otherwise set forth in the applicable SOW, Egnyte shall own all rights, title and interest in and to the Deliverables (excluding any Customer Property, defined below), and related intellectual property rights. Subject to the terms and conditions of the Agreement, and during the Subscription Term, Egnyte hereby provides Customer with a limited, worldwide, non-exclusive, non-transferable, and terminable license to use the Deliverables solely for Customer's internal operations in connection with its authorized use of the Services. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques, and expertise used by Egnyte to develop the Deliverables, and to the extent such items are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables. For purposes hereof, "**Deliverables**" means the results of work performed by Egnyte in providing professional services to Customer. Customer shall own all rights, title, and interest in and to any Customer Property. "**Customer Property**" means any technology, Customer-specific business processes, or deliverables, specifically as such materials are designated as Customer-owned property in the applicable SOW. Egnyte shall have the right to use any such Customer Property solely for the purpose of providing the professional services to Customer hereunder and as set forth in the applicable SOW.

c. **Professional Services Warranty**. With regard to professional services only, Egnyte warrants that: (i) it and each of its employees, consultants, and subcontractors, if any, that it uses to provide and perform the professional services has the necessary knowledge and experience to perform the professional services in accordance with the relevant SOW; and (ii) the professional services will be performed for and delivered to Customer in a professional and workmanlike manner in accordance with the laws and regulations applicable to the performance of such professional services. Customer acknowledges that Egnyte's ability to successfully perform professional services is dependent upon Customer's provision of timely information, access to resources, and participation. If the professional services do not conform to the foregoing warranty, Egnyte will, without prejudice to its other rights and remedies under this Agreement or at law, re-perform the non-conforming portions of the professional services at no cost to Customer.

7. **Warranties, Representations and Disclaimers.**

a. **Mutual Warranties.** Each party represents and warrants to the other that (i) it has the legal power to enter into and perform under this Agreement; and (ii) the execution, delivery, and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

b. **Egnyte Warranties and Representations**.

    i.   Egnyte warrants that the Services will perform in all material respects in accordance with the Documentation. Egnyte may modify the Documentation in its sole discretion, provided the functionality of the Services is not materially decreased during the then-current Subscription Term. Any such modifications can be accessed by Customer in the Documentation. In the event the Services are nonconforming, Egnyte will fix, provide a work around, or otherwise repair or replace the nonconforming Services, or, if Egnyte is unable to do so, terminate Customer's access to the Services following reasonable notice and return fees for the Services previously paid to Egnyte for the period beginning with Customer's notice of nonconformity through the remainder of the then-current Subscription Term.

    ii.   Egnyte represents that it makes best efforts to meet the requirements set forth in Exhibit B: Service Level Agreement ("**SLA**"). In the event of any failure to meet the SLA requirements, Egnyte will provide the remedies set forth in Exhibit B. This subsection shall not apply to any Customers on Egnyte's Office, Business, or Team plans.

c.   **Customer Warranties.** Customer hereby represents and warrants that (i) Customer has all rights in the Content necessary to grant the rights of access, copying, and/or usage needed for Egnyte to properly perform the Services, and (ii) such access, copying and/or usage does not violate any law or other agreement to which Customer is a party.

d.   **Disclaimer of Warranties**. EXCEPT AS SET FORTH IN THIS SECTION 7, EGNYTE AND ITS SUPPLIERS AND LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EGNYTE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EGNYTE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.

8.   **Confidentiality.**

a.   **Confidential Information Defined**. "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in an Order Form), the Content, the Services (including the Egnyte Client), business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information of a Disclosing Party includes any information the Disclosing Party has received from others which the Disclosing Party is obligated to treat as confidential or proprietary. Confidential Information will not include any information that, in each case without breach of any obligation owed to Disclosing Party: (i) is or becomes generally known to the public; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party; (iii) was independently developed by Receiving Party; or (iv) is received from a third party who is not subject to an obligation of confidentiality vis-à-vis Disclosing Party.

b.   **Obligations regarding Confidential Information.** Receiving Party will not use or disclose any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent. Receiving Party will protect the confidentiality of Disclosing Party's Confidential Information in substantially the same manner that it protects the confidentiality of its own confidential information of like kind (and in no event using less than reasonable care). Receiving Party will promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information. The DPA contains the terms pertaining to any Security Breach.

For purpose of clarification, the non-disclosure/non-use provisions contained herein shall not constrain Egnyte in responding in the normal course to Customer's or Users' instructions while utilizing the functionalities of the Egnyte Connect Service (i.e. a User can instruct the Egnyte Connect Service to share Content with a third party outside of Customer's organization and Egnyte will not have a duty to monitor the Content for confidentiality considerations). Egnyte will process Content only in accordance with Customer's and Users' instructions.

c.   **Compelled Disclosures.** If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, Receiving Party will provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party will (i) take reasonable steps to limit any such provision of Confidential Information to the specific Confidential Information required by such court or agency, and (ii) continue to otherwise protect all Confidential Information disclosed in response to such order, subpoena, regulation, or process of law. Except for such required disclosure, the Confidential Information will remain subject to the terms of this Agreement and may only be disclosed as set forth in this Section 8.

d.   **Injunctive Relief.** If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of confidentiality protections hereunder, Disclosing Party will have the right, in addition to any other remedies

available to it, to seek injunctive relief to enjoin such acts (without the need for the posting of a bond or other guarantee), it being acknowledged by the parties that any other available remedies are inadequate.

e. **Return of Confidential Information.** Upon any termination of this Agreement, Receiving Party will continue to maintain the confidentiality of Disclosing Party's Confidential Information and, upon request, return to Disclosing Party or destroy (at Disclosing Party's election) all materials containing such Confidential Information. The aforementioned only pertains to Confidential Information transferred from one party to the other not within the usage of the Service; the destruction of Content on termination is governed by the terms of Section 11.c below.

9. Indemnification.

a. **Indemnification by Egnyte.** Egnyte will defend (subject to Section 9.c below) Customer from and against all claims, suits or actions made or brought by a third party ("**Claim**") against Customer alleging that the Services, Egnyte Platform, or Documentation infringe the intellectual property rights of that third party, and will indemnify Customer against any final judgment awarded (including reasonable attorneys' fees and costs) or final settlement made with respect to such Claim which imposes a financial obligation on Customer. In addition to Egnyte's obligation of indemnification, if the Services, Egnyte Platform, or Documentation become or, in Egnyte's opinion, are likely to become, the subject of a claim of infringement, Egnyte may, at its sole option and expense, either procure for Customer the right to continue using the Services, Egnyte Platform, or Documentation under the terms of this Agreement or replace or modify the Services, Egnyte Platform, or Documentation to be non-infringing without material decrease in functionality. If neither of the foregoing options is reasonably practicable in Egnyte's judgment, Egnyte may terminate Customer's access to the infringing Services, Egnyte Platform, or Documentation upon 60 days' written notice and refund Customer all prepaid subscription fees for the remainder of the Subscription Term on a pro rata basis. Egnyte will have no liability for any Claim to the extent the Claim is based upon (i) the Content, solely to the extent such Claim would not have arisen but for the Content;; (ii) the Services in combination with any other product, service or device not furnished, recommended, or approved by Egnyte, if such Claim would have been avoided without such combination; or (iii) Customer's use of the Services other than in accordance with this Agreement. This Section 9.a states Customer's exclusive remedy for any intellectual property claim regarding the Services.

b. **Indemnification by Customer.** Customer will defend (subject to Section 9.c below) Egnyte against any Claim made or brought against Egnyte alleging that the Content, or Customer's use of the Services in breach of this Agreement, infringes the intellectual property rights of that third party, and will indemnify Egnyte against any final judgment awarded (including reasonable attorneys' fees and costs) or final settlement made with respect to such Claim which imposes a financial obligation on Egnyte. This Section 9.b states Egnyte's exclusive remedy, and Customer's sole liability to Egnyte, for any intellectual property claim regarding the Content.

c. **Indemnification Process.** A party's obligation of indemnification is subject to the indemnified party: (i) promptly notifying the indemnifying party in writing of the existence of the Claim for which indemnification is sought; (ii) upon indemnifying party's written request, the indemnifying party may assist in the defense with counsel of its choice at its own expense or the indemnified party may grant the indemnifying party sole control over the defense, negotiation, compromise and settlement of the Claim, provided that the indemnifying party shall not bind the indemnified party to any final judgment that imposes a material obligation on the indemnified party without the prior written consent of such indemnified party, with such consent not to be unreasonably withheld; and (iii) cooperating with the indemnifying party with respect to any such Claim. The indemnified party may elect to participate in any such Claim with an attorney of its own choice and at its own expense.

10. Limitation of Liability.

a. **Limitation of Liability**. Except for either party's liability for indemnification Claims in Section 9 and Egnyte's breach of Section 8 (Confidentiality) or Exhibit C (Data Protection Addendum), neither party's aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall exceed the cumulative fees paid or payable by Customer under this Agreement during the twelve months preceding the incident. With respect to Egnyte's breach of Section 8 (Confidentiality) or Exhibit C (Data Protection Addendum), Egnyte's aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall not exceed $1,000,000. The foregoing shall not limit Customer's payment obligations under Section 4 ("Fees and Payment").

b. **Exclusion of Consequential and Related Damages.** In no event shall either party have any liability to the other party for any lost profits or revenues (excluding Customer's duty to pay fees hereunder) or for any indirect, special, incidental, consequential, cover, or punitive damages however caused, whether in contract, tort or under any other theory of liability,

and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

11. Term and Termination.

a. Subscription Term. This Agreement will commence on the Agreement Effective Date and will continue for the period designated in the Order Form ("**Subscription Term**"). If Customer attempts to terminate the Agreement during a Subscription Term other than for cause, Egnyte will not provide Customer with a refund for any pre-paid fees; this, without derogating from Egnyte's rights to bring a claim for all fees that Customer is committed to paying under the Agreement, with all such fees accelerating and becoming due on the date of termination.

b. Termination for Cause. A party may terminate this Agreement for cause immediately upon written notice: (i) for a material breach of this Agreement by the other party if the breach remains uncured 30 days after receipt of the initial written notice setting forth the breach in reasonable detail or (ii) if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding (except to the extent that a party is prohibited by law from terminating under such conditions). Upon any termination for cause by Customer, Egnyte will refund Customer any prepaid subscription fees for the post-termination period on a pro rata basis.

c. Post-Termination Obligations. Upon termination of this Agreement for any reason, (i) Customer will have no further rights to use or access the Services or the Egnyte Clients; (ii) Each party will destroy any Confidential Information of the other party (except with respect to the Content, which will be subject to a 90-day retrieval period as described below), including (in the case of Customer) the Documentation and (iii) if requested by either party, the other party will promptly provide to such party a written certification signed by an authorized representative certifying to such destruction. For 90 days following any expiration or termination of this Agreement, upon Customer's written request provided prior to expiration or termination of the Agreement and upon terms to be mutually agreed upon in writing, Egnyte will grant Customer limited access to the Services solely for purposes of Customer's retrieval of the Content. After such 90 day period, Egnyte will delete the Content unless legally prohibited.

d. Survival. Terms that by their nature are intended to extend beyond termination, including, but not limited to, Sections 5 ("Ownership"), 7.d ("Disclaimer of Warranties"), 8 ("Confidentiality"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11.c ("Post-Termination Obligations"), and 12 ("General Provisions"), will survive any termination of this Agreement.

12. General Provisions.

a. Governing Law. This Agreement will be construed and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law rules.

b. Government Users. If Customer is a U.S. government entity, Customer acknowledges that elements of the Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

c. Independent Contractors. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement. Egnyte may subcontract portions of the Services in accordance with the terms set forth in the DPA.

d. Waiver. No failure or delay in exercising any right hereunder will constitute a waiver of such right. Except as otherwise provided, remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in effect.

e. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all attachments hereto), without consent of the other party, to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of the other party. Any attempted assignment in breach of this section will be void. This Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

f. Force Majeure. Neither party will be liable to the other for any delay or failure to perform its obligations under this Agreement (excluding payment obligations) if the delay or failure arises from any cause or causes beyond that party's

reasonable control, including, but not limited to, natural disasters, war or acts of terrorism, industry-wide labor disruptions, Internet outages, and governmental decrees.

g. **General Compliance.** Each party will comply with all applicable laws and regulations governing use, export, re-export, and transfer of the Egnyte Platform and Documentation and will obtain all required local and extraterritorial authorizations, permits or licenses. Further, Customer hereby takes notice of and will, to the extent applicable, comply with the general principles expressed in Egnyte's Business Conduct and Ethics Policy, that is to adhere to applicable laws and regulations governing export (i.e. U.S. export laws and regulations, such as the EAR, OFAC sanctions, etc.), anti-bribery (i.e. the FCPA), and anti-money laundering

h. **Entire Agreement.** This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof, including any non-disclosure agreement (with the confidentiality provisions of this Agreement to govern any prior disclosures of Confidential Information). In the event of any conflict of terms, this Agreement supersedes any click-through terms (including any click-through trial terms) that may be included for the Egnyte Client. This Agreement may not be amended or modified except by a writing signed by both parties.

ACCEPTED AND AGREED: **ACCEPTED AND AGREED:**

Egnyte, Inc.   **AppDynamics LLC**

By: _Christina Zhang_   By: _Craig Wickersham_
    F683338EF70D421...   CE58CECBACD1486...

Name: Christina Zhang   Name: Craig Wickersham

Title: Director of Revenue   Title: General Counsel

Date: 4/24/2021   Date: 4/24/2021

Deal Desk: _Mk_

Legal: _El_   _RD_

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Exhibit A: Premium Support Package

a) Elevated Priority Response – An exclusive support number with elevated priority routing to Egnyte Support engineers and cases submitted via online form or email.
b) Access to Upgrades/Releases – New releases to the Services, including to the Egnyte Client Software, which may include bug fixes, modifications and enhancements.
c) Online Documentation – Extensive user and system administrative documentation to help train Users to quickly come up to speed on the use of the Services.
d) Knowledgebase Access – A searchable online technical resources provides access to a wealth of information about the Services, including FAQs, technical articles, tutorials and videos.
e) Web/Email/Phone Customer Support Access 24/7 – Egnyte's experienced support team is available to address specific customer support needs through the web, email and phone.
f) Real-time automated ticket tracking – An automated ticket tracking system provides real-time access to information regarding the status of support tickets from submission through resolution.
g) Support Ticket Access & Management
h) Access to Egnyte Premium Support
i) Only Users with Administrator credentials may create a support ticket. In addition, Customer will appoint up to two designated technical contacts each of whom is authorized to provide Egnyte with relevant documents and information, and to represent Customer in its interactions with Egnyte.

Categorization of Reported Issues

Support tickets are categorized as follows:

a) "Urgent" priority: The Services are down or not functioning resulting in a disruption to Customer's operations. No effective workaround exists.
b) "High" priority: An issue other than an Urgent Priority issue in which one of more functions in the Services are down or not properly operating. Customer's operations are disrupted but there is an effective workaround that maintains necessary business-level operations.
c) "Standard" priority: A general product usage questions or other non-operations impacting issue.

Ticket Service Level Time Matrix

Priority	Acknowledgement	Initial response target	Frequency of updates	Targeted Fix or Workaround
Urgent	1 hour	2 hours	8 hours	24 hours
High	1 hour	8 hours	2 days or ETA	4 days
Standard	1 hour	16 hours	ETA	7 days or ETA

Exclusions from Premium Support

Egnyte has no obligation to provide Premium Support with respect to problems in the use or functioning of the Services, including the Egnyte Client Software, caused by any (i) Customer equipment, software or other technology or third party equipment, software or other technology outside of Egnyte's data center and not under the direct control of Egnyte or Customer's failure to meet the configuration requirements for Customer equipment set forth in the Documentation, (ii) with respect to the use and operation of the Egnyte Client Software, alteration of the Software by any person or entity other than one authorized by Egnyte or use of obsolete versions of the Software (meaning any version of the Software that is not referenced in the then current version of the Egnyte compatibility guide), or; or (iii) any error in the use of the Services (or the Egnyte Client Software) or other actions or inactions of Customer, inconsistent with the Documentation, including as it regards accidental loss of files or data. Customer is responsible for maintaining procedures external to the Services for reconstruction of lost or altered files, data, or programs to the extent it deems necessary, and for actually reconstructing any lost or altered files, data, or programs.

For clarity, any services not described in this Exhibit (for example, any adaptation, extension or improvement of the Services that may be desired by Customer) are excluded from Premium Support. Customer may submit recommendations or suggestions for enhancements to the Services through Egnyte's ticketing system since this assists Egnyte in evaluating and prioritizing the recommendation or suggestion.

EXHIBIT B
to Services Agreement

<u>**SERVICE LEVEL AGREEMENT**</u>

1. **Definitions.** Except as otherwise modified or defined herein, all capitalized terms in this SLA have the same meanings as set forth in the Agreement.

   "Attributable Monthly Subscription Fee" means one-twelfth of the base annual fee for the Services.

   "Emergency Maintenance" means downtime of the Service outside of the Scheduled Maintenance Window hours that is required to complete the application of urgent patches or fixes, or to undertake other urgent maintenance activities. If Emergency Maintenance is required, Egnyte will immediately contact Customer and provide the expected start time of the Emergency Maintenance, its planned duration, and whether Egnyte expects the Hosted Service to be unavailable during the Emergency Maintenance.

   "Scheduled Maintenance Window" means the window during which scheduled maintenance of the Hosted Service may be performed. The Scheduled Maintenance Window occurs each Friday between 10:00 PM and 1:00 AM (Pacific Standard Time).

   "Service Credit" means the percentage of the Attributable Monthly Subscription Fees that is awarded to Customer for a validated claim related to breach of the SLA during that month.

   "System Availability" means the percentage of total time during which the Hosted Service is available to Customer, excluding the Scheduled Maintenance Window and Emergency Maintenance.

2. **SLA Warranty and Remedy.**

a. **SLA Warranty**. Egnyte warrants at least 99.9% System Availability during each calendar month.

b. **Remedy.** If the System Availability is less than 99.9%, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Egnyte will provide Customer with a Service Credit applied to the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated in accordance with the table below. Customer may terminate the Agreement for upon 30 days' written notice if System Availability is less than 97% (i) for one or more validated SLA claims submitted by Customer under this SLA in each of three consecutive calendar months or (ii) one or more validated SLA claims submitted by Customer under this SLA in each of three out of five consecutive calendar months.

% of Services Availability per Calendar Month	Service Credit
99.9% to 99.5%	10%
99.4% to 99.0%	25%
< 99.0%	50%

3. **General Terms Applicable to this SLA:**

a. **SLA Claims Generally.**

   i.   Customer will have the remedies under the SLA commencing 30 days after the Effective Date of this Agreement.

   ii. Customer must notify Egnyte via email to billing@egnyte.com within five business days from the date of the incident Customer first believes entitles it to receive a remedy under the SLA set forth below.

   iii. For all claims subject to validation by Egnyte, Egnyte will use log files, database records, audit logs, and any other information available to validate claims and make a good faith judgment on the applicability of Service Credits to the

incident. Egnyte will make information used to validate a SLA claim available for auditing by Customer at Customer's request.

iv. The remedies set forth herein represent Customer's sole and exclusive remedy for Egnyte's failure to meet the SLA defined in this Exhibit.

b. Service Credits.

i. The maximum credit Customer is entitled to receive in any given month is 100% of the Attributable Monthly Subscription Fee for the Services.

ii. Service Credits may only be redeemed at the time a Subscription Term is renewed. Upon Customer's renewal, Service Credits earned by Customer under this SLA will be applied against amounts due for the renewal Subscription Term. In no event will the Service Credits applied to the fees due for the renewal Subscription Term exceed the amounts due for that Term. If Service Credits cannot be applied to future Subscription Terms because the Agreement has expired or been terminated, Egnyte will promptly pay Customer the amount of the credit, except that Customer will not receive a refund if Egnyte terminated the Agreement for Customer's material uncured breach.

c. Exclusions.

i. Customer will not have any remedies under this SLA in connection with any Force Majeure Event as defined in the Agreement.

ii. Customer will not have any remedies under this SLA to the extent a Service Credit claim is due to: (A) use of the Services outside the scope described in the Agreement and the Documentation; (B) Customer equipment, software or other technology or third party equipment, software or other technology outside of Egnyte's data center and not under the direct control of Egnyte; (C) failure of Customer to meet the configuration requirements for Customer equipment set forth in the Documentation; (D) factors outside of Egnyte's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Egnyte's network; (E) electrical or internet access disruptions; (F) any actions or inactions of Customer or any other third party not under the direct control of Egnyte; or (G) attacks (i.e. hacks, denial of service attacks, malicious introduction of viruses and disabling devices) caused by third parties.

Exhibit C: Data Protection Addendum

1. Definitions.

"**Data Protection Authorities (DPAs)**" means independent public supervisory authorities established under GDPR and United States Data Protection Laws and Regulations.

"**Data Protection Laws and Regulations**" means all laws and regulations, including laws and regulations of the United States, European Union, the European Economic Area and their member states, and the United Kingdom, to which Egnyte is bound in relation to its processing of Personal Data under the Agreement.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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).

"**Personal Data**" means any Customer Content relating to an identified or identifiable natural person under applicable Data Protection Laws and Regulations, including but not limited to the personal data described in Annex A.

"**Security Breach**" means the actual or suspected unauthorized acquisition, destruction, loss, misappropriation or access to, disclosure, use or modification of the Customer Content while stored by Egnyte. A Security Breach does not include any of those events occurring due to Customer or User actions or inactions, such as a failure to adequately protect Account access information, or the transfer of Content by Customer or a User to a third party outside of Egnyte's network, etc.

2. Data Processing.

The parties acknowledge and agree that with regard to the processing of Personal Data, Customer is the "Controller" and Egnyte is the Processor.

To the extent that Egnyte is to process Personal Data at the express written or electronic instruction of Customer or a User, Egnyte agrees to:

   a.   comply with its obligations under applicable Data Protection Laws and Regulations, as well as the confidentiality and data security provisions of this Agreement;
   b.   only process the Personal Data for the limited purposes of performing its obligations as a data processor under this Agreement;
   c.   process the Personal Data only in accordance with Customer's documented instructions during the subscription term and shall procure that any Egnyte personnel or other person acting under the authority of Egnyte does the same;
   d.   assist Customer in fulfilling its obligations to respond to requests for exercising the User's ("data subject's") rights under GDPR, including by implementing appropriate technical and organisational measures to enable such assistance. To the extent legally permitted, Customer shall be solely responsible for any costs arising from Egnyte's provision of such assistance;
   e.   promptly provide to Customer such assistance as the Customer may from time to time reasonably require to enable it to comply with its security, breach notification, impact assessment, prior consultation, record keeping and DPA cooperation responsibilities under GDPR;
   f.   allow for and contribute to audits and inspections conducted by DPAs having proper legal authority over Egnyte's Services' infrastructure;
   g.   only store and process Content, including Personal Data, within the EEA for Customers who have notified Egnyte of this requirement in writing prior to implementation of the Services;
   h.   maintain a record of all categories of processing activities carried out on behalf of a Customer, in accordance with GDPR;
   i.   notify Customer of any communication, including complaints, received from Users pertaining to the privacy or security of their Personal Data; and
   j.   purge all Content following termination of the Agreement as set forth in the termination provisions of the Agreement.

Notwithstanding the above, it is understood and agreed by the parties that, by the very nature of the Services provided by Egnyte, Customer and/or its Users are being provided with an ability to send and share files with third parties globally. The Content sent and shared is determined solely by Customer and/or its Users and may include, without limitation, Personal Data. In this regard, the parties understand and agree that (a) Egnyte does not actively monitor such activities; (b) the provisions in

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this Agreement speaking to the processing (i.e. handling, storage, transference, etc.) of Personal Data by Egnyte shall not be construed as requiring Egnyte to take on any monitoring activities or be responsible for Customer or User initiated actions taken in connection with usage of the Services (except to act on those Customer or User initiated actions in the normal course of providing the Services); and (c) Customer shall, in its use of the Services, only submit (and ensure that Users submit) instructions to Egnyte that comply with applicable Data Protection Laws and Regulations. Customer and its Users shall have sole responsibility for the accuracy, quality and legality of the Personal Data and the means by which they acquired Personal Data.

3. Personal Data Transfers from Europe to the United States.

With respect to any Egnyte transfers of Personal Data from the EU, EEA or UK to Egnyte's facilities in the United States (per the requests of Customer or Users), Egnyte complies with the EU-U.S. Privacy Shield Framework self-certification and is committed to handling all such Personal Data in accordance with the requirements thereof.

   a. **Standard Contractual Clauses for the processing of Personal Data**. If, and only with Customer's prior consent, Egnyte processes Personal Data from the EEA or Switzerland in a jurisdiction that is not an Approved Jurisdiction, the Parties shall confirm there is a legally approved mechanism in place to allow for the international data transfer. If Egnyte intends to rely on Standard Contractual Clauses (rather than another permissible transfer mechanism), the following additional terms will apply to Egnyte and Egnyte's subprocessors and/or Affiliates who may be Performing on behalf of the Egnyte:

   b. The Standard Contractual Clauses executed by and between the parties on or about June 8, 2016 shall apply. If such Standard Contractual Clauses are superseded by new or modified Standard Contractual Clauses, the Parties shall promptly enter into the new or modified Standard Contractual Clauses, as necessary.

4. Subcontractors.

Egnyte may subcontract portions of the Services, provided that Egnyte shall remain the primary provider of the Services and is responsible for all such subcontracted obligations under the Agreement. If Customer is located within the EEA or has Users based in the EEA, prior to Egnyte engaging a new subcontractor during the Subscription Term that will assist in the processing of Personal Data under the Agreement, Egnyte shall provide Customer with advance notice of the engagement of the subcontractor and an opportunity to object thereto. If Customer objects on reasonable grounds to the engagement of the new subcontractor, the parties will discuss in good faith the possible options for resolving the objection. Egnyte will ensure that any sub-processor agreement at least contain the same data protection obligations as set out in this Agreement.

A current list of Egnyte subcontractors/subprocessors may be found at the following link: https://www.egnyte.com/subcontractors.

5. Information Security Procedures.

   a. **General Description of Egnyte's Information Security Program.** Egnyte's information security program is designed to:
      i. ensure the security, integrity and confidentiality of Customer Content (which includes Personal Data), including by implementing appropriate technical and organisational measures;
      ii. protect against anticipated threats or hazards to the security or integrity of Customer Content;
      iii. protect against unauthorized access to or use of the Customer Content that could result in substantial harm or inconvenience to the person that is the subject of the Customer Content; and
      iv. ensure the proper disposal of Customer Content.

   b. **General Procedures.**

      i. **Data Storage**. Egnyte stores Customer Content on secure computers located in a physically secure and controlled data center environment. Egnyte employs technologies that are consistent with industry standards for firewalls and other security technologies to prevent Egnyte computers from being accessed by unauthorized persons. All data is encrypted at rest with AES-256 bit encryption keys.
      ii. **Data Transfers**. Egnyte uses HTTPS standards to protect data integrity during transfers. In addition, subject to Section 2.a above, Egnyte will maintain at least the following security measures:

i. HTTP with SSL 256-bit encryption (HTTPS); and

ii. encrypted passwords for the Services.

   iii.   **Access and Use Monitoring**. Egnyte will monitor User access to and use of the Services for security, performance evaluation, and system utilization purposes.

c.   **Security and Data Protection Impact Assessments**. If requested by Customer, Egnyte will cooperate with Customer in an initial security assessment, including the completion of a risk assessment questionnaire. In addition, Egnyte will provide Customer with SSAE16 Reviews from the third party data center providers utilized in the provision of the Services as well as with the results of the penetration testing which Egnyte has periodically performed by qualified third party security consultants.

As from May 25, 2018, upon Customer's written request and provided that i. Customer does not have access to the necessary information and ii. such information is within Egnyte's possession (that is, without Egnyte having to expend more than nominal efforts to generate the information), Egnyte shall provide Customer with the information it possesses that is needed to fulfill Customer's obligation under GDPR to carry out a data protection impact assessment related to Customer's use of the Services. To the extent required under GDPR, Egnyte will provide additional, reasonable cooperation to Customer in its prior consultation with a Data Protection Authority regarding the data protection impact assessment.

All such information provided by Egnyte hereunder shall be considered the Confidential Information of Egnyte and held in confidence in accordance with the terms of the Agreement.

d.   **Network and Physical Security Requirements.**

i. **Basic Security Requirements**. Subject to Section 2.a above, Egnyte will:

i. maintain a working, tuned network firewall to protect Customer Content;

ii. regularly install security patches on the Services network;

iii. ensure authentication to the Services' network web front-end is encrypted;

iv. where applicable, use and regularly update malware prevention tools;

v. maintain a credential management process, which includes assigning a unique ID to each person with computer access and requiring periodic password changes;

vi. track access to systems, and generate and store audit trail and logs to help identify malicious activity;

vii. regularly test efficiency and health of security controls, systems and processes;

viii. maintain a policy that addresses information security for employees and representatives;

ix. restrict physical access to systems containing Customer Content;

x. restrict remote access to the network / devices and employ secure remote access controls to verify the identity of users connecting to the Services; and

xi. protect backups from unauthorized access during transit and storage.

ii. **Encryption.** Egnyte will use cryptographic algorithms that have been published and evaluated by the general cryptographic community with sufficient strength to equate to 256-bit or better.

    e.   **Security Breach.**

        i.   **Notification of Security Breach**. Egnyte will notify Customer in accordance with applicable law of any actual or suspected Security Breach of any Customer Content immediately following discovery of a Security Breach, and provide Customer with a detailed description of the breach. Furthermore, Egnyte, without undue delay, shall notify Customer of any breach of data security that results in a breach of confidentiality of Personal Data known by Egnyte to be within its control, and the parties shall cooperate in determining the appropriate measures to be taken to address such a breach. Additionally, Egnyte shall ensure that its representatives handling Customer's Personal Data shall be bound by confidentiality provisions no less strict than those of this Agreement. To the extent that User notification of an actual or suspected Security Breach is legally required or is desired by Customer, Egnyte will notify Customer's administrator and Customer shall notify all other Users of the breach.

        ii.   **Investigation of Security Breach**. Egnyte will:

            i. promptly investigate each Security Breach;

            ii. take all reasonable steps necessary to limit, stop or otherwise remedy the Security Breach;

            iii. promptly implement appropriate internal technical and procedural controls to reduce the likelihood of a recurrence of a Security Breach; and

            iv. provide Customer with documentation detailing the controls implemented.

In addition, in the event of a Security Breach, Customer will have the right to conduct on-premises investigations at the third party data centers utilized by Egnyte in the provision of the Services, subject to the internal rules and processes of such data centers.

    f.   **Backup and Business Continuity**. Egnyte maintains a business continuity program, including a recovery plan, sufficient to ensure Egnyte can continue to function through an operational interruption and continue to provide Services to Customer. The program provides a framework and methodology, including a business impact analysis and risk assessment process, necessary to identify and prioritize critical business functions. In the event Egnyte experiences an event requiring recovery of systems, information or services, the recovery plan will be executed promptly. Egnyte continuously enhances the Services' security and availability of its multi-tenant enterprise class cloud infrastructure. Egnyte maintains multiple copies of Customer's Content across two data centers at all times to ensure availability and redundancy.

    g.   **Egnyte Encryption Key Management**. Egnyte uses the Egnyte Object Store to encrypt all Customer Content "at rest" in the Services, as follows:

        i.   The Egnyte Object Store uses an AES-256 bit symmetric key algorithm to generate the Customer encryption key. The key is (i) generated per Egnyte domain, (ii) generated at the time the Customer Egnyte domain is created, (iii) unique to each Customer Egnyte domain, and (iv) stored in a secure key vault. This secure key vault is protected by the access control policy set in Egnyte's ISO27001 compliance documentation.

        ii.   Customer may choose to use its own encryption key management by integrating with an Egnyte supported Hardware Security Module (HSM) solution.

Addendum A to
Exhibit C: Data Protection Addendum

Egnyte shall not (a) sell or disclose the Personal Data to anyone; (b) retain, use, or disclose the Personal Data for any purpose other than performing its obligations under this Agreement; or (c) retain, use, or disclose the Personal Data outside of its direct business relationship with Customer. Egnyte certifies that it understands and will comply with the foregoing restrictions.

The following provisions are supplemented by other commitments and statements Egnyte makes under its Privacy Policy (located at https://www.egnyte.com/privacy-policy) that are required by the CCPA, and in some instances may even repeat those commitments and statements. In case of any conflict, the terms of this section will prevail as to personal data of California residents that is subject to the CCPA. For purposes of this section, the term "personal data" includes all "personal information" as defined in the CCPA.

Under certain circumstances, California residents have the following rights in relation to their personal data:

- Right of access and data portability. You may have the right to request that we disclose to you information about our collection and use of your personal data in the preceding 12 months, including: (a) the categories and specific pieces of personal data we collect; (b) the categories of sources from which we collect personal data; (c) the business or commercial purpose for which we collect personal data; (d) the categories of third parties with whom we share personal data; and (e) the categories of personal data disclosed for a business purpose or sold to third parties and the categories of third parties to whom such personal data was sold or disclosed.
- Right to deletion. You may request that we delete certain personal data that we have collected about you. The foregoing is subject to our right to maintain your personal data for specific purposes permitted under CCPA. If we are unable to comply with any such request, we will notify you.
- Right to opt-out. You may have the right to request that your personal data not be sold to third parties.
- Right to non-discrimination. You have the right to exercise any of the rights listed above (and any other rights under CCPA) without discrimination by us.

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Annex A

1. **Subject Matter of Processing**: The provision of content management Services as defined in the Agreement.
2. **Duration of Processing**: For no longer than the term of the Agreement.
3. **Nature and Purpose of Processing**: To provide Customer the Services for which it has engaged Egnyte under the Agreement, i.e. file uploading, file sharing, file storage, etc.
4. **Type of Personal Data and Categories of Personal Data**: In order to carry its obligations under the Agreement, Egnyte may process personal data which may include, but are not limited to, the data subjects and categories listed below, which have been collected and/or uploaded by Customer in accordance with applicable Data Protection Laws and Regulations.
5. **Data Subjects**: Data about AppDynamics' employees and their families, customers, subcontractors, vendors.
6. **Personal Details**: Included in this category are classes of data which identify the data subject and their personal characteristics. Examples are names, addresses, job title, employer, contact details, age, sex, date of birth, physical descriptions, identifiers issued by public bodies, e.g. NI number.
7. **Family, Lifestyle and Social Circumstances**: Included in this category are any matters relating to the family of the data subject and the data subject's lifestyle and social circumstances. Examples are details about current marriage and partnerships and marital history, details of family and other household members, habits, housing, travel details, leisure activities, membership of charitable or voluntary organisations.
8. **Education and Training Details**: Included in this category are any matters which relate to the education and any professional training of the data subject. Examples are academic records, qualifications, skills, training records, professional expertise, student and pupil records.
9. **Employment Details**: Included in this category are any matters relating to the employment of the data subject. Examples are employment and career history, recruitment and termination details, attendance record, health and safety records, performance appraisals, training records, security records.
10. **Financial Details**: Included in this category are any matters relating to the financial affairs of the data subject. Examples are income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details, pension information.
11. **Goods or Services Provided**: Included in this category are classes of data relating to goods and services which have been provided. Examples are details of the goods or services supplied, licences issued, agreements and contracts.
12. **IT Information**: Included in this category is any information relating to an individual's use of technology or software including IP addresses, any information about the computing or mobile device a person is using, location data gathered from such devices, usernames and passwords, social media handles.

SCHEDULE A
to Services Agreement

INITIAL ORDER FORM

Customer and Order Details	Billing Contact Details
Customer: AppDynamics LLC	**Billing Contact:** Accounts Payable
Domain: appdynamics	**Address:** 303 Second Street, North Tower, 8th Floor, San Francisco, CA 94107 US
Representative: Stephanie Lunt	**Billing Contact Email:** accountspayable@appdynamics.com
Order Amount: $115,200.00	**Phone:** +1.415.442.8400

Subscription Term Start Date: May 25, 2021		
*Unless expressly noted otherwise below, the Subscription Term is subject to an auto-renew provision as detailed in Section 11.a of the Agreement.		
Quote: $115,200.00	**O-ID:**	**Pricing expires:** April 30, 2021

Payment Frequency and Terms		
Billing Period/Frequency: Annual	**Payment Method: Invoice**	**Payment Term:** Net 60
Payment Terms: (as noted above)	An initial charge or invoice, which is for the remainder of the current billing period, shall be issued upon Customer's signature on this Order Form. Thereafter, charges or invoices shall be issued on or about the beginning of each billing period.	

Plan Details	Quantity	List Price per Unit per Month	Discount %	Sale Price per Unit per Month	Term (months)	Fees ($)
Egnyte Platform Subscription – Enterprise Lite Plan	320	$35.00	~54.3%	$15.00	24	$115,200.00
Storage Sync or Turbo Instances	2	Included	-	-	24	-
Total						$115,200.00

Enterprise Lite Plan – Features Per Subscription Unit	Quantity
Power Users	1
Standard Users	1

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Storage (GB)	50
Enterprise Lite Plan - Collaboration	(included)
Enterprise Lite Plan - Compliance	(included)
Enterprise Lite Plan - Data Lifecycle	(included)
Premium Support https://www.egnyte.com/premium-support	(included)
Max Supported File Size - 25GB	(included)

Additional Terms/Pricing Details

1. Billing Contact. Egnyte will provide all invoices to the billing contact as specified above. Customer will promptly inform Egnyte in writing of any changes to the billing contact.

2. Additional Services. Any identified increase in Customer's consumption of Services above the then-current purchased Services shall constitute a commitment by Customer to pay for such increase for the remainder of the Subscription Term then in effect. Customer is not entitled to decrease its Services commitment at any point during the Subscription Term.

3. Purchase Orders. If Customer requires, for internal procurement purposes, a purchase order or purchase order number in conjunction with payment for a Services order, Customer shall present the purchase order or purchase order number to Egnyte at the time of such order. Any terms in Customer's purchase order, in an accompanying email, or handwritten on this Order Form, shall be null and void and have no legal effect, and this section shall not derogate in any manner from Customer's payment obligations under the Agreement.

4. Product-Specific Special Terms. Should Customer purchase, via this Order Form or subsequent purchase, any Services identified in the following link: https://www.egnyte.com/product-specific-special-terms, the corresponding special terms listed on such link (including product limitations) shall apply to this Agreement. Any special terms listed therein for Services not purchased by Customer shall not apply. Egnyte may update this link from time to time, provided that any such updates will only apply to Customer from the earlier of i. the date of signing of a new agreement with Egnyte, or ii. the date of renewal of the Subscription Term of this Agreement.