

## RANDOMCOFFEE ORDER FORM

<b>Customer:</b> APPDYNAMICS LLC	<b>Billing Contact:</b>																
<b>Billing Address:</b> 303 2 <sup>nd</sup> St, North Tower, 8 <sup>th</sup> Floor San Francisco, CA 94107	<b>Billing Phone:</b>																
	<b>Billing E-Mail:</b> accountspayable@appdynamics.com																
<b>Solution:</b> <ul style="list-style-type: none"> <li>● <b>Technology:</b> RandomCoffee platform             <ul style="list-style-type: none"> <li>○ Intuitive interface</li> <li>○ Automated campaigns</li> <li>○ Entirely customizable</li> <li>○ Intelligent matching algorithm</li> </ul> </li> <li>● <b>Support &amp; service</b> <ul style="list-style-type: none"> <li>○ Roadmapping &amp; Planning</li> <li>○ Support on the Internal Communications &amp; the creation of contents</li> <li>○ Impact measurement &amp; reporting of results</li> <li>○ Satisfaction surveys</li> </ul> </li> </ul>																	
<b>Services Fees:</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%;">Description</th> <th style="width: 15%;">Monthly price</th> <th style="width: 15%;">Duration</th> <th style="width: 20%;">Total Price</th> </tr> </thead> <tbody> <tr> <td>PRODUCT RANDOMCOFFEE ; more than 1001 emp.</td> <td>\$ 1 500</td> <td>12 months</td> <td>–\$ 18 000</td> </tr> <tr> <td colspan="3" style="text-align: right;">Reduction (5%)</td> <td>(\$ 900)</td> </tr> <tr> <td colspan="3" style="text-align: right;"><b>TOTAL</b></td> <td><b>\$ 17 100</b></td> </tr> </tbody> </table>		Description	Monthly price	Duration	Total Price	PRODUCT RANDOMCOFFEE ; more than 1001 emp.	\$ 1 500	12 months	–\$ 18 000	Reduction (5%)			(\$ 900)	<b>TOTAL</b>			<b>\$ 17 100</b>
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<b>Terms:</b> <ul style="list-style-type: none"> <li>● January 4, 2021</li> <li>● Duration: 12 months from Commencement Date</li> </ul>																	

## RANDOMCOFFEE SERVICE AGREEMENT

This Agreement (this “**Agreement**”) is made and entered into this December 11, 2020 ....., 2020 by and between Random Team, a company registered in France under number 832 564 306 whose registered office is at 38 rue Boileau 75016 Paris (the “**Service Provider**”) and AppDynamics LLC and its Affiliates listed above (“the **Client**”). This Agreement includes and incorporates the above Order Form.

**RANDOM TEAM**

Print Name: Renaud Dorval

Email : renaud@random-coffee.com

Print Title: President


Signature:


**CUSTOMER: APPDYNAMICS LLC**

 Print Name: Craig Wickersham

 Print Title: General Counsel

Signature:

DocuSigned by:  
  
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**WHEREAS:**

- (1) The Service Provider provides a platform for corporate networking services to business clients. The Service Provider has reasonable skill, knowledge and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**“Affiliates”** 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).

**“Business Day”** means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Paris;

**“Confidential Information”** means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and is not generally known to the public;

**“Data Protection Legislation”** and whether or not the information is expressly stated to be confidential or marked as such); Confidential Information also includes Personal Data as defined below;

means the EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and any national implementing laws, regulations, and secondary legislation (as amended from time to time) in France;

**“Fees”** means any and all sums due under this Agreement from the Client to the Service Provider;

**“Personal Data”**

**“Intellectual Property Rights”**

**“Privacy Laws”**

**“Service Levels”**

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means

- (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions;
- (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and
- (b) which now or in the future may subsist; and
- (d) the right to sue for past infringements of any of the foregoing rights;

means the agreed levels to which the Service Provider's performance in providing the Service must adhere as set out in Schedule 2;

means any information furnished under this Agreement, or that Provider may have or may obtain concerning Customer's or Customer's Clients', employees, subcontractors or agents and that is subject to Privacy Laws.

means (a) any legislation that, at any given time, is applicable to the collection, handling, storage, processing, use or disclosure of Personal Data; and  
(b) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under such legislation.

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**“Term”** means the term of this Agreement as set out in Clause 9 and the Order Form.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to this Agreement; and

1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

**2. Provision of the Services**

2.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client in a professional and workmanlike manner.

2.2 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in Schedule 1.

2.3 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.4 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

2.5 Service Provider warrants and represents that the platform does not infringe or misappropriate any patent, copyright, trademark or trade secret of a third party.

**3. Intellectual Property Rights**

3.1 The Service Provider shall retain the ownership of any and all Intellectual Property Rights that may subsist in anything produced by the Service Provider in the course of providing the Services. Throughout the Term of this Agreement, the Service Provider shall be deemed to automatically grant a worldwide, royalty-free, non-exclusive license to use the same in accordance with the terms of this Agreement and the Services.

3.2 In complying with the provisions of sub-Clause 3.1, the Service Provider hereby undertakes to execute any such agreements and perform any such actions that may be necessary to put such licenses into effect and shall exclusively bear any costs associated therewith.

The Service Provider will defend and indemnify Client with respect to all claims, suits, and liabilities arising out of any actual or alleged Intellectual Property Rights infringement through Client's use of the Service Provider's platform in the course of providing the Services pursuant to this Agreement. Service Provider agrees at its expense to defend Client against (or, at Service Provider's option, settle), any third party claim to the extent such claim alleges that the platform infringes or misappropriates any patent, copyright, trademark or trade secret of a third party, and Service Provider shall pay all costs and damages finally awarded against Client by a court of competent jurisdiction as a result of any such claim.

**4. Client's Obligations**

4.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.

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4.2 The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in Schedule 1.

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- 4.3 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 4.4 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 4 shall not be the responsibility or fault of the Service Provider.

**5. Fees and Payment**

- 5.1 Invoice for the total Services Fees mentioned in the Order Form will be sent upon signature of the present Service Agreement.
- 5.2 If, for a given month, the number of users should go beyond the group size mentioned in the Order Form, the price difference will be invoiced the following month, following the fees table described in Schedule 3. Service Provider will give notification to Client when the group size increases above the amount in the Order Form.
- 5.3 All payments required to be made pursuant to this Agreement by either Party shall be made within 60 Business Days of receipt by that Party of the relevant invoice.
- 5.4 Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

**6. Liability, Indemnity and Insurance**

- 6.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 6.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.
- 6.3 Nothing in this Agreement shall limit or exclude the Service Provider's liability for death or personal injury.
- 6.4 Subject to sub-Clause 6.3 the Service Provider shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of the Service Provider's breach of this Agreement.
- 6.5 Except for Service Provider's Confidentiality, Data Protection, and Indemnity obligations, neither Party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

**7. Confidentiality**

- 7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and after its termination:
  - 7.1.1 keep confidential all Confidential Information;
  - 7.1.2 not disclose any Confidential Information to any other party;
  - 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
  - 7.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 7.1.5 ensure that none of its directors, officers, employees, agents, sub- contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:

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- 7.2.1 disclose any Confidential Information to:
  - 7.2.1.1 any sub-contractor or supplier of that Party that is approved by the other Party;
  - 7.2.1.2 any governmental or other authority or regulatory body; or
  - 7.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
 

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 7, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 7.3 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

**8. Force Majeure**

No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

**9. Term and Termination**

- 9.1 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
  - 9.1.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 90 Business Days of the due date for payment;
  - 9.1.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 5 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 9.1.3 Notwithstanding the foregoing, Client may terminate this Agreement at any time with thirty (30) days written notice via email to Service Provider. Upon termination Service Provider will refund any pre-paid sums to Client, pro rated to the date of termination.
- 9.2 For the purposes of sub-Clause 9.2.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 9.3 The rights to terminate this Agreement given by this Clause 9 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

**10. Effects of Termination**

Upon the termination of this Agreement for any reason:

- 10.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 10.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 10.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before

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the date of termination;

- 10.4 subject as provided in this Clause 10 and except in respect of any accrued rights neither Party shall be under any further obligation to the other;



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- 10.5 each Party shall (except to the extent referred to in Clause 7) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information; and
- 10.6 the Intellectual Property Rights license granted under sub-Clause 3.1 shall terminate and the Client shall forthwith cease to use, either directly or indirectly, any such Intellectual Property Rights, and shall forthwith return to the Service Provider any such material in its possession or control.

### **11. Data Processing**

All personal information that the Service Provider may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Client’s rights under the GDPR. With respect to any processing of personal data by Service Provider under this Agreement, Service Provider agrees to comply with the requirements set forth in Schedule 4 (Data Protection Exhibit).

### **12. No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

### **13. Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

### **14. Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

### **15. Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

### **16. Time**

The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.

### **17. Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

### **18. Entire Agreement**

- 18.1 This Agreement, its Order Form and its Schedules contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 18.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

### **19. Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

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**20. Severance**

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In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

### **21. Law and Jurisdiction**

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed and construed under the laws of the State of California, U.S.A.

## **Schedule 1: Description of the Services**

### **Services**

The Services include a Software, RandomCoffee, and the support that goes with its setup, its run, and its assessment.

### **The Software**

RandomCoffee is a tool that makes it easier for coworkers to connect & meet at work.

RandomCoffee regularly suggests registered coworkers to connect with one or more coworkers based on matching rules set by their company.

The Client designates one or more administrators that have access to RandomCoffee administrator panel, from where they can:

- Create & share a sign-up link
- Invite new users / upload a list of new users
- Manage the users list
- Activate or deactivate users
- Create specific categories
- Create & customise specific matching rules
- Limit sign-up to a specific domain
- Schedule the sending of the emails (date & time, frequency)
- Access campaigns history
- Access a dashboard

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## Schedule 2: Service Levels

### Anomalies

An Anomaly is any bug, fault, failure, error, defect, problem, glitch, incident, or crash affecting part or all of the Services, leading to incorrect or unexpected results, whereas the Software is used accordingly to its purpose.

An Essential Feature is any feature core to the value of the product (e.g.: matching people, sending out matches etc.)

The Correction time is the maximum time to correct the Anomaly or provide an alternative solution.

Anomaly Levels	Definition	Correction Time
Anomaly (Level 1)	Any Anomaly preventing the use of all or part of the features of the Software, resulting in the incapacity to use or test an Essential Feature of the Software	24 Hours
Anomaly (Level 2)	Any Anomaly restricting or limiting the use of all or part of the features of the Software, without being qualified as a Level 1 Anomaly.	48 Hours
Anomaly (Level 3)	Any Anomaly that is neither a Level 1 nor a Level 2 Anomaly.	7 Business Days

### Technical Support

The Client may contact the Service Provider's Technical Support team at any time at [support@random-coffee.com](mailto:support@random-coffee.com). The Service Provider shall reply within 24 hours.

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Schedule 3: Fees

Number of users	Monthly Fee
1 - 500	\$ 500
501 - 1000	\$ 1,000
1001 +	\$ 1,500

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## Schedule 4: Data Protection Exhibit

This Data Protection Exhibit ("**DPE**") outlines the terms and conditions with which the Parties must comply with respect to processing Personal Data and applies to the extent that Service Provider processes or has access to Protected Data in the Performance of its obligations to AppDynamics. This DPE is governed by the terms of the applicable agreement entered into by and between the Parties ("**the Agreement**") including, but not limited to any limitations or exclusions of liability set forth in the Agreement, and, together with the Agreement, comprises the complete agreement between the Parties. This DPE, together with the Agreement, is the complete agreement between the Parties and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This DPE may only be modified by a written document executed by the Parties hereto.

## 1. Definitions.

**"APEC"** means the Asia Pacific Economic Cooperation, a regional economic forum established in 1989 to leverage the growing interdependence of the Asia Pacific. See [www.apec.org](http://www.apec.org) for more information.

**"APEC Member Economy"** means the 21 members of APEC: Australia, Brunei Darussalam, Canada, Chile, China, Hong Kong, China, Indonesia, Japan, Republic of Korea, Malaysia, Mexico, New Zealand, Papua New Guinea, Peru, Philippines, Russia, Singapore, Chinese Taipei, Thailand, United States, and Vietnam.

**"Applicable Laws"** means any applicable country, federal, state, and local law, ordinances, statute, bylaw, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance of a regulatory body with authority over the applicable Party, rule of court or directives, binding court decision or precedent, or delegated or subordinate legislation, each of the above as may be amended from time to time. Parties will comply with all laws, all licenses, permits and approvals required by any government or authority, and shall comply with all applicable laws, rules, policies and procedures. For avoidance of doubt, Applicable Laws includes data protection and privacy laws of each jurisdiction where an AppDynamics entity that is legally responsible for such Personal Data is established and those of each jurisdiction where such Personal Data is collected or otherwise processed.

**"Approved Jurisdiction"** means a member state of the European Economic Area, or other jurisdiction as may be approved as having adequate legal protections for data by the European Commission currently found here: [http://ec.europa.eu/justice/dataprotection/internationaltransfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/dataprotection/internationaltransfers/adequacy/index_en.htm).

**"EEA" or "European Economic Area"** means those countries that are members of European Free Trade Association ("EFTA"), and the then current, post accession member states of the European Union.

**"Data Subject"** means the individual to whom Personal Data relates.

**"Information Security Incident"** means a successful or imminent threat of unauthorized access, use, disclosure, breach, modification, theft, loss, corruption, or destruction of information; interference with information technology operations; or interference with system operations.

**"Personal Data"** means any information that is about, or can be related to, an identifiable individual. It includes any information that can be linked to an individual or used to directly or indirectly identify an individual, natural person. Personal Data shall be considered confidential information regardless of the source. Personal Data is Protected Data.

**"Protected Data"** means administrative data, confidential information, customer data, financing data, support data, telemetry data, and all Personal Data.

## 2. Default Standards.

- 2.1. The security measures referred to in this DPE shall include, at a minimum (i) SOC 2 certification and a written information security program (ii) routine risk assessments of Service Provider's information security program, (iii) regular testing and monitoring to measure and confirm the effectiveness of the information security program's key controls, systems, and procedures, and (iv) encryption of Special Categories of Data while during transmission, and storage. If encryption is not feasible, Service Provider shall not store Personal Data on any unencrypted devices unless compensating controls are implemented. Further, Service Provider shall protect all Personal Data stored on electronic databases, servers, or other forms of nonmobile devices against all

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reasonably anticipated forms of compromise.

- 2.2. Service Provider agrees that, in the event of a breach of this DPE, whether or not AppDynamics has an adequate remedy in damages, AppDynamics may be entitled to seek injunctive or equitable relief to immediately cease or prevent the use, processing, or disclosure of Personal Data not contemplated by the Service Provider's obligations to AppDynamics and/or this DPE and to enforce the terms of this DPE or enforce compliance with all Applicable Laws.
- 2.3. Any ambiguity in this DPE shall be resolved to permit AppDynamics to comply with all Applicable Laws. In the event and to the extent that the Applicable Laws impose stricter obligations on the Service Provider than under this DPE, the Applicable Laws shall prevail.
3. **Certifications.** Service Provider must maintain the certifications listed in an applicable agreement between the Parties, if any, and Service Provider shall recertify such certifications as reasonably required. If there is a material change in the requirements of a required certification or the nature of the Performance Service Provider is providing, such that Service Provider no longer wishes to maintain such certifications, the Parties will discuss alternatives and compensating controls in good faith. Service Provider will notify AppDynamics if Service Provider has failed or no longer intends to adhere to such certifications.
4. **Data Protection and Privacy.** The Parties agree that, for Personal Data, AppDynamics shall be the Data Controller and Service Provider shall be the Data processor.
  - 4.1. AppDynamics shall in its use of Service Provider's products and/or services ("Products and/or Services"), comply with Applicable Laws, including maintaining all relevant regulatory registrations and notifications as required under Applicable Laws; ensure all instructions given by it to Service Provider in respect of Personal Data shall at all times be in accordance with Applicable Laws; have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which AppDynamics acquired Personal Data, including providing any required notices to, and obtaining any necessary consent from, its employees, agents or third parties to whom it extends the benefits of the Products and/or Services; and keep the amount of Personal Data provided to Service Provider to the minimum necessary for the performance of the Products and/or Services.
  - 4.2. If Service Provider has access to or otherwise processes Personal Data, then Service Provider shall implement and maintain commercially reasonable and appropriate physical, technical, and organizational security measures described in this DPE designed to protect Personal Data against accidental or unlawful destruction; accidental loss, alteration, unauthorized disclosure or access; all other unlawful forms of processing; and any Information Security Incident; take reasonable steps designed to ensure the reliability of its staff and that they are subject to a binding written contractual obligation with Service Provider to keep the Personal Data confidential and any other person acting under its supervision who may come into contact with, or otherwise have access to and process Personal Data; and require that such personnel are aware of their responsibilities under this DPE and any Applicable Laws (or Service Provider's own written binding policies that are at least as restrictive as this DPE); appoint data protection lead(s). Upon request, Service Provider will provide the contact details of the appointed person and assist AppDynamics as reasonably needed to respond to requests from supervisory authorities, data subjects, customers, or others to provide information (including details of the Services provided by Service Provider) related to Service Provider's processing of Personal Data. Service Provider further agrees to:
    - a) Not transfer Personal Data from the EEA or Switzerland to a jurisdiction which is not an Approved Jurisdiction, unless it first provides AppDynamics advance notice and an opportunity to object; if AppDynamics reasonably objects to the proposed cross border transfer and the Parties do not mutually achieve an alternative, the applicable Performance that is the subject matter of the objection shall terminate.

Where Service Provider processes Personal Data from the EEA or Switzerland on behalf of AppDynamics, Service Provider shall perform such processing in a manner consistent with the Privacy Shield Principles (see [www.commerce.gov/privacyshield](http://www.commerce.gov/privacyshield)) or its successor framework(s) (the "Principles") to the extent the Principles are applicable to Service Provider's processing of such data. If Service Provider is unable to provide the same level of protection as required by the Principles, Service Provider shall promptly notify AppDynamics and cease processing. In such event, AppDynamics may terminate the applicable Performance of such processing by written notice within thirty (30) days.

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- b) For jurisdictions other than the EEA or Switzerland, not transfer Personal Data outside of the jurisdiction where the Personal Data is obtained unless permitted under Applicable Laws and it first provides AppDynamics advance notice and an opportunity to object; if AppDynamics reasonably objects to the proposed cross border transfer and the Parties do not mutually achieve an alternative, the applicable obligations that is the subject matter of the objection shall terminate.

Where Service Provider processes Personal Data from an APEC Member Economy on behalf of AppDynamics, Service Provider shall perform such processing in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements ("CBPRs") (see [www.cbprs.org](http://www.cbprs.org)) to the extent the requirements are applicable to Service Provider's processing of such data. If Service Provider is unable to provide the same level of protection as required by the CBPRs, Service Provider shall promptly notify AppDynamics and cease processing. In such event, AppDynamics may terminate the applicable Performance of such processing by written notice within thirty (30) days.

- c) If Service Provider processes Personal Data in the course of Performance of its obligations to AppDynamics, then Service Provider shall also:
- only process the Personal Data in accordance with AppDynamics's documented instructions, Appendix 1 of Attachment A and this DPE, but only to the extent that such instructions are consistent with Applicable Laws. If Service Provider reasonably believes that AppDynamics's instructions are inconsistent with Applicable Laws, Service Provider will promptly notify AppDynamics of such;
  - if required by Applicable Laws, court order, warrant, subpoena, or other legal or judicial process to process Personal Data other than in accordance with AppDynamics's instructions, notify AppDynamics of any such requirement before processing the Personal Data (unless Applicable Laws prohibit such information on important grounds of public interest);
  - only Process Personal Data on its systems or facilities to the extent necessary to Perform its obligations solely on behalf of AppDynamics and only for purposes contemplated by the Parties;
  - maintain reasonably accurate records of the processing of any Personal Data received from AppDynamics under the Agreement;
  - not lease, sell, distribute, or otherwise encumber Personal Data;
  - provide reasonable cooperation and assistance to AppDynamics in allowing the persons to whom Personal Data relate to have access to their data and to delete or correct such Personal Data if they are demonstrably incorrect (or, if AppDynamics or AppDynamics's customer does not agree that they are incorrect, to have recorded the fact that the relevant person considers the data to be incorrect);
  - provide such assistance as AppDynamics reasonably requests (either on its own behalf or on behalf of its customers), and Service Provider or a Representative is reasonably able to provide, with a view to meeting any applicable filing or similar requirements in relation to Applicable Laws;
  - promptly notify AppDynamics of any investigation, litigation, arbitrated matter, or other dispute relating to Service Provider's information security or privacy practices as it relates to Service Provider's Performance of its obligations to AppDynamics;
  - provide such reasonable information and assistance as AppDynamics reasonably requires (taking into account the nature of processing and the information available to Service Provider) to AppDynamics in ensuring compliance with AppDynamics's obligations under Applicable Laws with respect to: security of processing; data protection impact assessments (as such term is defined by Applicable Laws); prior consultation with a supervisory authority regarding high risk processing; and notifications to the supervisory authority and/or communications to Data Subjects by AppDynamics in response to any Information Security Incident; and, on termination of the DPE for whatever reason, or upon written request at any time during the Term, Service Provider shall cease to process any Personal Data received from AppDynamics, and within a reasonable period will, at the request of AppDynamics: (1) return all Personal Data; or (2) securely and completely destroy or erase all Personal Data in its possession or control unless such return or destruction is not feasible or continued retention and processing is required by Applicable Laws. At AppDynamics's request, Service Provider shall certify to AppDynamics in writing confirming that it has fully complied with this clause.



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5. Standard Contractual Clauses for the processing of Personal Data. If, and only with AppDynamics's prior consent, Service Provider 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 Service Provider intends to rely on Standard Contractual Clauses (rather than another permissible transfer mechanism), the following additional terms will apply to Service Provider and Service Provider's subprocessors and/or Affiliates who may be Performing on behalf of the Service Provider:
  - 5.1. The Standard Contractual Clauses set forth in Attachment A will 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. If Service Provider subcontracts any processing of Personal Data (only as expressly allowed by an applicable agreement between the Parties and Applicable Laws), Service Provider will:
    - a) Notify AppDynamics in advance of such processing and provide AppDynamics an opportunity to object prior to processing and if AppDynamics reasonably objects to the proposed cross border transfer and the Parties do not mutually achieve an alternative, the applicable Performance that is the subject matter of the objection shall terminate; and
    - b) Require that Service Provider's subprocessors have entered into written agreements with Service Provider in which the subprocessors agree to abide by terms consistent with the applicable portions of the Standard Contractual Clauses with respect to such Personal Data.
    - c) If necessary to comply with Applicable Laws, and where requested by AppDynamics on behalf of its customers, Service Provider shall enter into the Standard Contractual Clauses directly with AppDynamics's customers.
6. Subprocessing.
  - 6.1. Service Provider shall have a documented security program and policies that provide (i) guidance to its subprocessors with respect to ensuring the security, confidentiality, integrity, and availability of personal data and systems maintained or processed by Service Provider; and (ii) express instructions regarding the steps to take in the event of a compromise or other anomalous event.
  - 6.2. Service Provider shall not subcontract its DPE obligations to another person or entity, in whole or in part.
  - 6.3. Service Provider will execute a written agreement with such approved subprocessors containing terms at least as protective as this DPE and the applicable Exhibits (provided that Service Provider shall not be entitled to permit the subprocessor to further subcontract or otherwise delegate all or any part of the subprocessor's processing without Service Provider's prior notice and opportunity to object) and designating AppDynamics as a third party beneficiary with rights to enforce such terms either by contract or operation of law. Further, if privity of contract is required by Applicable Laws, Service Provider shall procure that any such subprocessors cooperates and enters into any necessary additional agreements directly with AppDynamics.
  - 6.4. Service Provider shall be liable and accountable for the acts or omissions of Affiliates' officers, directors, employees, agents, contractors, temporary personnel, subprocessors, subcontractors, and consultants to the same extent it is liable and accountable for its own actions or omissions under this DPE.
  - 6.5. AppDynamics acknowledges and expressly agrees that Service Provider's Affiliates may be retained as subprocessors, and (b) Service Provider's Affiliates respectively may engage thirdparty subprocessors in the course of Performance. Service Provider shall make available to AppDynamics a current list of subprocessors for the respective Services with the identities of those subprocessors ("Subprocessor List") upon AppDynamics's reasonable request.
7. Rights of Data Subjects.
  - 7.1. Data Subject Requests. Service Provider shall, to the extent legally permitted, promptly notify AppDynamics if it receives a request from a Data Subject for access to, correction, portability, or deletion of such Data Subject's Personal Data. Unless required by Applicable Laws, Service Provider shall not respond to any such Data Subject request without AppDynamics's prior written consent except to confirm that the request relates to

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AppDynamics. In addition, Service Provider shall provide such information and cooperation and take such action as AppDynamics reasonably requests in relation to a Data Subject request.

- 7.2. Complaints or Notices related to Personal Data. In the event Service Provider receives any official complaint, notice, or communication that relates to Service Provider's processing of Personal Data or either Party's compliance with Applicable Laws in connection with Personal Data, Service Provider shall promptly notify AppDynamics and, to the extent applicable, Service Provider shall provide AppDynamics with reasonable cooperation in relation to any such complaint, notice, or communication. AppDynamics shall be responsible for any reasonable costs arising from Service Provider's provision of such assistance.
8. Choice of Law. The validity, interpretation, and performance of this DPE shall be governed by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law. The Federal District Court, Northern District of California or the Superior Court of San Francisco County, California shall have exclusive jurisdiction over any claim arising under this DPE, provided that either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.
9. Attorneys' Fees. In any suit or proceeding relating to this DPE the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this DPE and shall survive expiration or termination and shall not be merged into any such judgment.
10. No Waiver. The waiver by either Party of any right provided under this DPE shall not constitute a subsequent or continuing waiver of such right or of any other right under this DPE.
11. Assignment. Unless otherwise expressly provided under this DPE, neither Party may assign this DPE or assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. Any attempt at such an assignment or delegation without the other Party's written consent will be void. The rights and liabilities of the Parties under this DPE will bind and inure to the benefit of the Parties' respective successors and permitted assigns. For purposes of this Section 11 (Assignment), a twenty percent (20%) change in control of a Party shall constitute an assignment.
12. Severability. If one or more terms of this DPE become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such part or term shall be null and void and shall be deemed deleted from this DPE. All remaining terms of this DPE shall remain in full force and effect. However, if this paragraph is invoked and, as a result, the value of this DPE is materially impaired for either Party, then the affected Party may terminate this DPE by written notice with immediate effect.
13. Notices. All notices required or permitted under this DPE shall be in writing. Notices will be deemed to have been given (i) one day after deposit with a commercial express courier specifying next day delivery; or (ii) two days for international courier packages specifying two-day delivery, with written verification of receipt. All communications shall be sent to the Parties' addresses below.

The Parties, by signing below, confirm that they have read, understood, and expressly approve of the terms and conditions of this DPE. The Service Provider's obligations under this DPE will terminate when the Service Provider no longer holds, processes, or otherwise has access to Protected Data. The Parties have caused this DPE to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this DPE.

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## ATTACHMENT A

### STANDARD CONTRACTUAL CLAUSES

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 (These can be located in their original text on the European Commission [website](#).)

For purposes of this Attachment A: any reference to “data exporter” means AppDynamics, acting as data exporter on behalf of its EEA or Swiss customer(s) where applicable, and any reference to “data importer” means Service Provider each a “party”; together “the parties”.

The parties have agreed on the following Standard 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.

#### *Clause 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.

#### *Clause 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.

#### *Clause 3. Thirdparty Beneficiary Clause.*

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 thirdparty beneficiary.
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. 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

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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 thirdparty liability of the subprocessor shall be limited to its own processing operations under the Clauses.

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.

*Clause 4. Obligations of the Data Exporter. The data exporter agrees and warrants:*

1. 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;
2. 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;
3. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Attachment A to this contract;
4. 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;
5. that it will ensure compliance with the security measures;
6. 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;
7. 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;
8. to make available to the data subjects upon request a copy of the Clauses, with the exception of Attachment A, 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;
9. 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
10. that it will ensure compliance with Clause 4(a) to (i).

*Clause 5. Obligations of the Data Importer. The data importer agrees and warrants:*

1. 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;
2. 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

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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;

3. that it has implemented the technical and organisational security measures specified in Attachment A before processing the personal data transferred;
4. that it will promptly notify the data exporter about:
  - 4.1 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,
  - 4.2 any accidental or unauthorised access, and
  - 4.3 any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
5. 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;
6. 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;
7. 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 Attachment A 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;
8. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
9. that the processing services by the subprocessor will be carried out in accordance with Clause 11;
10. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6. Liability.*

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.
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. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. 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

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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.

*Clause 7. Mediation and Jurisdiction.*

1. The data importer agrees that if the data subject invokes against it thirdparty 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.
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.

*Clause 8. Cooperation with Supervisory Authorities.*

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.
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.
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).

*Clause 9. Governing Law.*

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

*Clause 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.

*Clause 11. Subprocessing.*

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.
2. The prior written contract between the data importer and the subprocessor shall also provide for a thirdparty 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 thirdparty liability of the subprocessor shall be limited to its own processing operations under the Clauses.
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 controller is established.

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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.

*Clause 12. Obligation After the Termination of Personal Data Processing Services.*

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.
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.

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## **APPENDIX 1 TO ATTACHMENT A THE STANDARD CONTRACTUAL CLAUSES**

This Appendix 1 forms part of the Clauses.

*Data exporter.* The data exporter is AppDynamics, acting as data exporter on behalf of itself or a customer where applicable. Activities relevant to the transfer include the performance of services for AppDynamics and its customer(s).

*Data importer.* The data importer is Service Provider. Activities relevant to the transfer include the performance of services for AppDynamics and customers.

*Data subjects.* The personal data transferred may concern the following categories of data subjects: Employees, contractors, business partners, representatives and end customers of customers, and other individuals whose personal data is processed by or on behalf of AppDynamics or AppDynamics's customers and delivered as part of the Services.

*Categories of data.* The personal data transferred may concern the following categories of data: Personal Data related directly or indirectly to the delivery of services or Performance, including online and offline customer, prospect, partner, and Service Provider data, and personal data provided by customers in connection with the resolution of support requests.

*Special categories of data.* The personal data transferred may concern the following special categories of data: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union memberships, and data concerning health or sex life, and data relating to offenses, criminal convictions or security measures.

*Processing operations.* The personal data transferred may be subject to the following basic processing activities, as may be further set forth in contractual agreements entered into from time to time between AppDynamics and customers: (a) customer service activities, such as processing orders, providing technical support and improving offerings, (b) sales and marketing activities as permissible under applicable law, (c) consulting, professional, security, storage, hosting and other services delivered to customers, including services offered by means of the products and solutions described by Service Provider, and (d) internal business processes and management, fraud detection and prevention, and compliance with governmental, legislative, and regulatory requirements.