OrgChart Now Terms Of Service

By executing the following terms and conditions ("Terms of Service"), OfficeWork Software, LLC and AppDynamics LLC ("You," "Your," or "AppDynamics") agree to be bound by the Terms of Service and the Terms of Service shall govern Your use of the OrgChart Now service (the "Service"). Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes, that AppDynamics will be reasonably notified of, shall constitute your consent to such changes.

A. Account Terms

1. You must be at least 13 years old to use the Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
4. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as permitted by your plan.
5. You are responsible for maintaining the security of your account and password information. OfficeWork Software, LLC cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all authorized content posted and authorized activity that occurs under your account (even when content is posted by others who have user accounts under your account).
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

B. Subscription Plans

1. You acknowledge that your account is associated with a specific subscription plan.
2. A plan may limit access to certain features.
3. A plan may limit the number of unique records (typically employee records) that can be charted within the associated account.
4. A plan may limit the maximum amount of storage that can be used by a given account.
5. A plan may limit the number of people allowed access to the Service.

C. Payment, Refunds, Upgrading and Downgrading Terms

1. The Terms of Service will not be subject to any implied or automatic renewals, and any relationship between the parties after the term hereof will be the subject of a new quotation.
2. The Service is billed in advance on a monthly or annual basis (depending on your subscription term) and is non-refundable. There are no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. Refer to section "Modifications to the Service and Prices" related to special exception provisions related to pro-rated refunds of subscription fees.

3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

4. Downgrading your Service may cause the loss of features or capacity of your account. OfficeWork Software, LLC does not accept any liability for such loss.

5. Unless otherwise agreed to by the Parties in writing, You shall make payment separately for each quotation subject to a Purchase Order. You shall pay the net amount of all invoice amounts within sixty (60) days of the receipt of OfficeWork Software, LLC's invoice unless the terms of invoice permits later payment or allows for prepayment with a discount. Invoices shall not be sent earlier than the date on which the Products related thereto are delivered to You unless it is a renewal term invoice. If You agree to purchase a renewal term, an invoice will be sent 60 days before the subscription expiration date.

D. Cancellation and Termination

1. You are solely responsible for properly canceling your account. If you do not receive confirmation within 5 business days of canceling your account, email orgchartnow@officeworksoftware.com to confirm cancellation of your account.

2. All of your content will be immediately deleted from the Service upon cancellation. OfficeWork Software, LLC does not guarantee that your information can be recovered once the content has been deleted.

3. If you cancel the Service before the end of your subscription period, your cancellation will take effect immediately and you will not be charged for the next subscription period. 4. Either party has the right to terminate the Service and refuse any and all current or future use of the Service, or any other OrgChart Now service, if either party materially breaches the Terms of Service by giving the breaching party thirty (30) days notice of such breach. Such termination of the Service will result in the deactivation or deletion of your account or access to your account. Your content may also be deleted subject to the terms of Section D(2). You may also terminate the Terms of Service at any time, with our without cause, upon thirty (30) days' written notice. 5. Sections G (Confidential Information), H (Data Collection), and J (Limitation of Liability) shall survive any termination or expiration of the Terms of Service.

E. Modifications to the Service and Prices

1. In the event of a discontinuance of the Service, OfficeWork Software, LLC shall provide a pro rata refund of license fee paid in current subscription year.

F.   Copyright and Content Ownership

1. All content posted on the Service is must comply with U.S. copyright law.

2. We claim no intellectual property rights over the material you provide to the Service ("AppDynamics Proprietary Information"). Your profile and materials uploaded remain yours.

3. OfficeWork Software, LLC does not pre-screen Content, but OfficeWork Software, LLC and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

4. The look and feel of the Service is copyright © 2014-2019 OfficeWork Software, LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from OfficeWork Software, LLC.

G. Confidential Information

1. "Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure.

2. The Receiving Party will: (i) not use the Disclosing Party's Confidential Information for any purpose outside of the Terms of Service; (ii) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 3; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information.

3. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection.

4. Further, this section will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

H. Data Collection

1. If you provide OfficeWork Software, LLC with any personally identifiable information ("personal data"), You represent and warrant that such information has been collected by You in accordance with the provisions of all applicable data protection legislation and that You have all right and consents necessary to provide such personal data to OfficeWork Software, LLC.

2. If OfficeWork Software, LLC processes or collects any personal data, OfficeWork Software, LLC will do so in compliance with Exhibit A.

3. OfficeWork Software, LLC shall represent and warrant that AppDynamics data cannot be accessed in non-production environments. In some cases, customer data may be required for testing. In such cases, customer data is scrubbed of all confidential information prior to being shared with non-production environments.

I. Security

1. OfficeWork Software, LLC agrees to remedy security gaps discovered during AppDynamics' CASPR (Cloud & Application Service Provider Remediation) assessment. OfficeWork Software, LLC agrees that CASPR is the process by which AppDynamics is required to comply with when using an externally hosted application and service.

2. If OfficeWork Software, LLC fails to remedy any security gaps discovered, AppDynamics will be able to terminate the Terms of Service, by providing OfficeWork Software, LLC with a five (5) day notice. Failure to remedy will entitle AppDynamics to a pro-rata refund for the amounts paid in accordance with the Terms of Service.

J. Indemnification

1. OfficeWork Software, LLC agrees at its expense to defend You against any third party claim to the extent such claim alleges that the software infringes or misappropriates any patent, copyright, trademark or trade secret of a third party, and OfficeWork Software, LLC shall pay all costs and damages finally awarded against You by a court of competent jurisdiction as a result of any such claim.

2. The foregoing indemnification obligation of OfficeWork Software, LLC will not apply: (1) if the software is modified by You or your agent; (2) if the software is combined with other non-OfficeWork Software, LLC products, applications, or processes, but solely to the extent the alleged infringement is caused by such combination; or (3) to any unauthorized use of the software.

1. K. Limitation of LiabilityEXCEPT FOR LIABILITY ARISING OUT OF SECTION J (INDEMNIFICATION), OR EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION G, NEITHER PARTY'S LIABILITY FOR ANY DAMAGES (WHETHER FOR BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY, OTHER TORTS OR OTHERWISE) UNDER THIS AGREEMENT SHALL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID (PLUS FEES PAYABLE) TO OFFICEWORK SOFTWARE, LLC DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

K. **Governing Law**

1. The Terms of Service shall be governed by and construed under the laws of the State of California, U.S.A. Failure by either Party to exercise any of its rights under, or to enforce any provision of, the Terms of Service will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of the Terms of Services is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of the Terms of Services will remain in full force and effect.

2. The person signing or otherwise accepting the Terms of Service for each party represents that s/he is duly authorized by all necessary and appropriate corporate action to enter the Terms of Service. Any modification to the Terms of Service must be in writing and signed by a duly authorized signatory of both parties and no previous, contemporaneous or future oral statements will be deemed to modify the Terms of Service.
3. You agree to resolve any dispute within State of California.

L. Maintenance and Support

1. Maintenance and Support includes e-mail and phone support. We respond to most requests same business day. In most cases we can resolve any questions same day and will give you a support status call on any issue that is reported within 1 business day.

M. Backup and Recovery

1. We rely on our hosting providers to provide backup services. Our servers are backed up on a daily basis. In the event of a catastrophic failure, we will restore a system from storage within one business day of failure. On premise customers are responsible for backup of their servers.

N. General Conditions

1. The service is provided on an "as is" and "as available" basis.
2. Neither party shall issue a press release or other public statement regarding the relationship of the parties or the Terms of Service without the prior written consent of the other party.
3. Technical support is only provided to paying account holders. OfficeWork Software reserves the right to determine the communication methods (e.g. email, chat, telephone, etc.) that are used for technical support.
4. You understand that OfficeWork Software, LLC uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. All hosting partners are required to meet or exceed industry standards with respect to information security best practices.
5. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, OfficeWork Software, LLC, or any other OrgChart Now service.
6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by OfficeWork software, LLC.
7. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
8. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any OfficeWork Software, LLC customer, employee, member, or officer will result in immediate account termination.

9. If your bandwidth usage exceeds 100 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by OfficeWork Software, LLC (OrgChart Now), upon notice to You, we reserve the right to disable your account or throttle the service until you can reduce your bandwidth consumption. If the bandwidth usage needed by AppDynamics, exceeds OfficeWork Software, LLC capabilities, OfficeWork Software, LLC will provide You with a pro-rata refund for the services under the current subscription term.

10. OfficeWork Software, LLC does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, and (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.

11. The failure of OfficeWork Software, LLC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and OfficeWork Software, LLC and govern your use of the Service, superseding any prior agreements between you and OfficeWork Software, LLC (including, but not limited to, any prior versions of the Terms of Service).

12. You and your affiliates shall have the right to use the Service during the duration of any Subscription plan as set out in a Quotation. You agree not to reverse engineer, decompile, or disassemble the software in whole or in part or otherwise reconstruct or discover any source code to the software, or attempt to do so, except and only to the extent that such activity cannot be restricted under applicable law. You agree not to translate or modify the software in any way or create derivative works of the software, or attempt to do so.

13. You agree not to use the Software on a service bureau, application service provider, or time sharing basis.

14. Customer may not assign or transfer its rights or obligations under this Agreement, except that Customer may assign the Agreement to a successor to its business that results from a sale of substantially all of Customer's assets, merger, or similar transaction, provided that the assignee agrees in writing to be bound by this Agreement.

15. Questions about the Terms of Service should be sent to orgchartnow@officeworksoftware.com or mailed to:

> OfficeWork Software LLC.
> Attention: Legal Dept.
> 201 Alameda Del Prado Suite 302
> Novato, CA 94949

< Signature Page Follows >

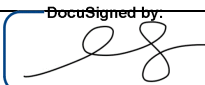IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

AppDynamics LLC	OfficeWork Software LLC
Signature: *[DocuSigned by signature]* CB1399059FAB42B...	Signature: *Gordon Landies*
Name: Elise Leung	Name: Gordon Landies
Title: General Counsel	Title: President
Date: January 15, 2019	Date: 1/14/2019

Exhibit A

Data Protection Schedule

1. Data Protection

1.1. *Definitions:* In this Schedule, the following terms shall have the following meanings:

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

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

1.2. *Relationship of the parties:* AppDynamics (the controller) appoints OfficeWork Software, LLC as a processor to process the personal data described in Annex A (the "**Data**"). OfficeWork Software, LLC shall, and shall ensure that its agents or subcontractors shall, comply with the obligations that apply to OfficeWork Software, LLC under Data Protection Law.

1.3. *Purpose limitation:* OfficeWork Software, LLC shall process the Data solely to the extent necessary to perform its obligations under this Agreement and strictly in accordance with any documented instructions of AppDynamics (the "**Permitted Purpose**"), except where otherwise required by any European Union (or any EU Member State) law. OfficeWork Software, LLC shall promptly inform AppDynamics if, in OfficeWork Software, LLC's opinion, any instruction given by AppDynamics to OfficeWork Software, LLC contravenes Data Protection Law.

1.4. *International transfers:* OfficeWork Software, LLC shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("**EEA**") unless (i) it has first obtained AppDynamics' prior written consent; and (ii) it takes measures to ensure the transfer is in compliance with Data Protection Law.

1.5. *Confidentiality of processing:* OfficeWork Software, LLC shall ensure that it shall only disclose the Data to, or allow access to the Data by, the employees of OfficeWork Software, LLC or those of its agents or sub-contractors (as applicable) (an "**Authorised Person**") who are subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty). OfficeWork Software, LLC shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

1.6. *Reliability of Authorised Persons:* OfficeWork Software, LLC shall take reasonable steps to ensure the reliability of all Authorised Persons (including, without limitation, appropriate training in data protection and security, integrity and confidentiality of personal data).

1.7. _Security:_ OfficeWork Software, LLC represents that it has, and shall continue to maintain (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons), appropriate technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a **"Security Incident"**).

1.8. _Security incidents:_ Upon becoming aware of an actual or suspected Security Incident, OfficeWork Software, LLC shall inform AppDynamics without undue delay, and in any event, within one business day, and shall provide all such timely information and cooperation as AppDynamics may require in order for AppDynamics to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Data Protection Law. OfficeWork Software, LLC shall further take such measures and actions necessary to remedy or mitigate the effects of the Security Incident and shall keep AppDynamics informed of all developments in connection with the Security Incident. OfficeWork Software, LLC shall provide AppDynamics with a detailed report on any Security Incident as soon as practicable following the Security Incident including details of (i) the cause and nature of the Security Incident; (ii) whether any Data was corrupted, destroyed, lost or accessed without authorisation, and, if so, which Data; (iii) the steps taken by OfficeWork Software, LLC to mitigate the effects of the Security Incident; and (iv) measures put in place to prevent the reoccurrence of the Security Incident.

1.9. _Loss or corruption of data:_ If any Data in the possession and/or control of OfficeWork Software, LLC is lost, corrupted or rendered unusable for any reason, OfficeWork Software, LLC shall promptly notify AppDynamics and restore such Data including by using its back up and/or disaster recovery procedures, at no cost to AppDynamics.

1.10. _Rectification of Data:_ OfficeWork Software, LLC, its agents and subcontractors, shall promptly carry out any request from AppDynamics requiring OfficeWork Software, LLC to amend, transfer, copy or delete any Data or any subsets of Data in a format and on media reasonably specified by AppDynamics.

1.11. _Return or Deletion of Data:_ On the expiry or termination of this Agreement, OfficeWork Software, LLC shall immediately cease to use, and shall procure that its agents and subcontractors cease to use, the Data and shall arrange for its safe return or destruction as shall be required by AppDynamics at the relevant time (unless European Union, Member State and/or UK law requires storage of the personal data).

1.12. _Subcontracting:_ OfficeWork Software, LLC shall not subcontract any processing of the Data to a third party subcontractor without the prior written consent of AppDynamics. Notwithstanding this, AppDynamics consents to Supplier engaging third party subcontractors to process the Data provided that (i) OfficeWork Software, LLC provides at least 30 days' prior notice of the addition or removal of any subcontractor (including details of the processing it performs or will perform) to legal@appdynamics.com; (ii) OfficeWork Software, LLC enters into a written agreement with the subcontractor that imposes data protection terms that protect the Data to at least the same standard provided for by this Schedule; and (iii) OfficeWork Software, LLC remains fully liable and responsible for any subcontractor's

processing of the Data. If AppDynamics refuses to consent to OfficeWork Software, LLC's appointment of a subcontractor on reasonable grounds, then either OfficeWork Software, LLC will not appoint the subcontractor or AppDynamics may terminate this Agreement, without penalty and OfficeWork Software, LLC will promptly provide a pro-rata refund of any fees paid in advance for unused or unprovided goods or services.

1.13. *Data subjects' rights:* OfficeWork Software, LLC shall notify AppDynamics of any requests received from a data subject exercising their rights under Data Protection Law. OfficeWork Software, LLC shall provide reasonable assistance to AppDynamics to enable AppDynamics to respond to any request from a data subject to exercise any of its rights under Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable).

1.14. *Consultation and impact assessments:* OfficeWork Software, LLC shall, if requested by AppDynamics, provide AppDynamics with reasonable assistance to enable AppDynamics to conduct a data protection impact assessment or supervisory authority consultation taking into account the nature of processing and information available to OfficeWork Software, LLC.

1.15. *Notices from Data Protection Authorities:* OfficeWork Software, LLC, its agents and sub-contractors, shall promptly notify AppDynamics promptly upon receipt of a notice from any regulatory or government body, including any supervisory authority, which relates directly or indirectly to the processing of the Data and shall cooperate on request with any relevant EU or Member State supervisory authority.

1.16. *Records of Processing*: OfficeWork Software, LLC shall maintain a written record of all categories of processing activities carried out on behalf of AppDynamics, containing all information required under Data Protection Law, and make this record available on request to AppDynamics or any relevant EU or Member State supervisory authority.

1.17. *Security Information:* OfficeWork Software, LLC shall provide to AppDynamics any information or assurance necessary to demonstrate compliance with its obligations under this Schedule, or as may be reasonably required by AppDynamics to comply with its obligations under Data Protection Law (including the security of any data processed by OfficeWork Software, LLC or its agents or subcontractors).

1.18. *Audit:* OfficeWork Software, LLC shall, and shall procure that its agents and subcontractors shall, make available to AppDynamics, all information necessary and allow for and contribute to audits of such data processing facilities, procedures, records and documentation which relate to the processing of the Data, including without limitation, inspections (on reasonable written notice) by AppDynamics, its auditors or agents or any regulatory or government body, including any supervisory authority, in order to ascertain compliance with the terms of this Agreement or Data Protection Law.

Annex A

Data

Subject Matter of Processing

Importing Workforce data and providing visualization through organization charts and published reports. Only Data that is defined by AppDynamics is processed for visualization and reports.

Duration of Processing

For no longer than the term of the Agreement.

Nature and Purpose of Processing

The Data will be processed by Vendor or the software in order to providing visualization through organization charts and published reports.

Type of Personal Data and Categories of Personal Data

Data Subjects

Data about AppDynamics' employees, customers, subcontractors, supervisors, and Workforce Planning Data selected by AppDynamics.

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.

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.

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.

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.

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.

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.

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.

Exhibit B

Service Level Agreement

For cloud customers, we strive to make sure that OrgChartNow is available 99.8% (or more) of the time during a monthly period ("Service Commitment"). In order to achieve this goal, we select hosting providers that provide a service commitment 99.9% (or more). We use commercially reasonable methods such as monitoring services to notify your team of any downtime so that we can quickly address any interruptions to our service. In the event that OrgChartNow falls below the Service Commitment, OrgChartNow will provide AppDynamics with a one (1) month Service Credit.