SAP PartnerEdge Build
Cloud Schedule

This SAP PartnerEdge Build Cloud Schedule ("**SAP PartnerEdge Schedule**") is between Business Objects Software Limited T/A SAP Solutions (registered number 367746), with offices at 1012 - 1014 Kingswood Avenue, City West Business Campus, Dublin 24, Ireland (hereinafter "**SAP**") and AppDynamics LLC, with offices at 303 Second Street North Tower, Eighth Floor, 94107 SAN FRANCISCO, United States (hereinafter "**Partner**"), together referred to as "**Parties**".

Whereas, Partner wants to (1) exchange Data between Partner Solution and an SAP cloud service or software; and/or (2) market and resell subscriptions to SAP cloud services solely as part of a Bundled Solution.

Now therefore, the Parties agree as follows:

1. DEFINITIONS

"Effective Date" means the date on that the last signature was affixed to this SAP PartnerEdge Schedule.

Any terms not defined in this SAP PartnerEdge Schedule will have the meaning ascribed to them in other parts of the Agreement (as defined in the Build Master Partner Agreement).

All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users." With respect to use of the Platform Cloud Service by Partner, references to "Customer" in the Supplement for the applicable Platform Cloud Services will be deemed to mean "Partner".

2. INCORPORATION BY REFERENCE

2.1. This SAP PartnerEdge Schedule and any Order Form issued pursuant to this SAP PartnerEdge Schedule are governed by and incorporates the following documents current in effect as of effective date of this SAP PartnerEdge Schedule, including all exhibits, appendices, schedules, annexes, amendments, addenda and any other documents attached to, or incorporated by reference into this SAP PartnerEdge Schedule and/or the following documents.

2.2. Partner confirms that he had access to all parts of and read the agreements listed in this Section 2 and the table below and will comply with the terms and conditions of these agreements. Partner further confirms that he has signed the Build Master Partner Agreement. SAP recommends Partner prints copies of the agreements referred to in this 2 (Incorporation by reference) its own records. Upon written request by Partner, SAP will send copies of these documents to Partner.

Agreement	Location
SAP PartnerEdge Build Cloud Schedule (including all exhibits and schedules attached)	
Schedule A of this SAP PartnerEdge Schedule is applicable for Cloud Service subscribed under this SAP PartnerEdge Schedule: Cloud Service Supplemental Terms and Conditions **("Supplement")**	http://www.sap.com/agreements-cloud-supplement
Schedule B of this SAP PartnerEdge Schedule: **Build Cloud Support Schedule ("Cloud Support Schedule")**	https://www.sap.com/about/agreements/leveled-partner-agreements.html
Schedule C of this SAP PartnerEdge Schedule: Service Level Agreement for SAP Cloud Services **("SLA")**	http://www.sap.com/agreements-cloud-service-level-agreement

Schedule D of this SAP PartnerEdge Schedule:Partner Supplement to Data Processing Agreement **("DPA Partner Supplement")**	Attached to this SAP PartnerEdge Schedule.
Schedule E of this SAP PartnerEdge Schedule: Data Processing Agreement for SAP Cloud Services **("DPA")**. Schedule D will serve as a commissioned written data processing agreement.	https://www.sap.com/agreements-cloud-data-processing
Schedule F of this SAP PartnerEdge Schedule: SAP PartnerEdge Build General Terms and Conditions **("SAP PartnerEdge Build GTC")**	As referenced and agreed by the parties in the Build Master Partner Agreement.
Schedule G of this SAP PartnerEdge Schedule: SAP PartnerEdge Build Cloud Specific Terms and Conditions **("SAP PartnerEdge Model")**	https://www.sap.com/about/agreements/leveled-partner-agreements.html
Schedule H of this SAP PartnerEdge Schedule: SAP PartnerEdge Build Master Partner Agreement executed between SAP and Partner ("**Build Master Partner Agreement**")	As mutually executed by the parties.

* For purposes of this SAP PartnerEdge Schedule, references to "Customer" in the SLA will be deleted and replaced by "Partner".

3.   TERM

The SAP PartnerEdge Schedule comes into effect as of the Effective Date and continues for the remainder of the current calendar year (the "Initial Term"). Thereafter the term is automatically extended for subsequent periods of one year.

4.   TERRITORY

The territory of this SAP PartnerEdge Schedule is: except as limited by the SAP PartnerEdge Program Guide, all the countries in the world except for Mainland China, subject to Section 7 of the SAP PartnerEdge Build GTC (Import and Export Control) ("**Territory**").
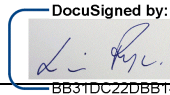
5.   PRIOR SAP PARTNEREDGE SCHEDULE

Upon the execution of this SAP PartnerEdge Schedule, any prior SAP PartnerEdge Build Cloud Schedule that was executed between the parties will automatically terminate ("Prior Schedule"). Any Order Forms issued under the Prior Schedule will be governed by, and subject to, the terms of this SAP PartnerEdge Schedule.

IN WITNESS WHEREOF, the Parties hereto have caused this SAP PartnerEdge Schedule to be executed by their respective authorized representatives.

Accepted By:

Business Objects Software Limited T/A SAP Solutions
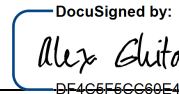
(SAP)

DocuSigned by:

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Name:

Title:

Date:

Accepted By:

AppDynamics LLC

(Partner)

DocuSigned by:

Alex Ghita

DF4C5F5CC60E435...

Name:

Title:

Date:

Schedule D
PARTNER SUPPLEMENT
TO
DATA PROCESSING AGREEMENT
("DPA Partner Supplement")

PREAMBLE

WHEREAS, Partner and SAP enter into the Agreement whereby SAP grants to Partner the right to sell a subscription to the SAP Cloud Service (the "**Relevant Service**") to its own direct customers and/or indirect customers (such direct customers and indirect customers of the Partner together with any of their affiliates which are entitled to use the Relevant Service are hereinafter together referred to as the "**End Customers**").

WHEREAS, in accordance with the Agreement, SAP will provide certain hosting and support services indirectly through the Partner to End Customers in conjunction with the Relevant Service, which may include the processing of, and/or access to, **Personal Data** controlled by End Customers.

WHEREAS, any such processing of **Personal Data** requires the prior entry into a data processing agreement between all parties of the data processing chain: i.e. (i) if applicable, (a) a data processing agreement between Partner as a data processor and Partner's direct customer as the data controller; or (b) data processing agreement between Partner as a data processor and its resellers or channel partner (who in turn has to enter into data processing agreements with its End Customers as required to allow the order processing of personal data contemplated hereunder as the data controller and Partner as customer's data processor) and (ii) another data processing agreement (i.e., this DPA and Partner Supplement) between Partner as data processor and SAP as Partner's data sub-processor is required.

WHEREAS, the DPA includes the general principles of data processing in connection with Cloud Services by SAP. The terms of the DPA were initially intended to apply only between SAP and its direct customers; however, now the DPA shall also serve as the basis for the data protection obligations of the parties in this sub-processing situation. The DPA is adjusted and clarified as further stated below, in order to reflect that the Partner is not the data controller of the End Customer data.

1.   DEFINITIONS

Capitalized terms used but not defined herein shall have the same meaning as defined in the DPA.

2.   END CUSTOMER DPA

Partner shall enter into data processing agreements with its End Customers ("End-Customer-DPA") which allow Partner to use SAP as a sub-processor of Personal Data:

a) To the extent Personal Data controlled by End Customers established within or outside of the EEA is processed by SAP and its Subprocessors within the territory of the EEA, Partner shall pass on the terms of the DPA back-to-back to its End Customers and, if applicable, shall contractually require anyone it authorizes to resell subscription to the Relevant Services to pass on such terms back to back to their End Customers.

b) If Personal Data controlled by End Customers established within the EEA is processed by SAP and its Subprocessors outside of the EEA, Partner will ensure that such End Customers accede to the Standard Contractual Clauses between SAP and the relevant Subprocessor located outside of the EEA. For the avoidance of doubt, Partner acknowledges that an accession as set out in the previous sentence is the only way to establish the Standard Contractual Clauses between End Customers and SAP and its Subprocessors.

c) Partner agrees to promptly notify SAP of any executed End-Customer-DPA and any subsequent terminations.

3.   PROCESSING OF PERSONAL DATA

SAP will process Personal Data entered in the Relevant Service by the End Customers of the Partner in accordance with the terms included in the DPA, subject to the following adjustments:

a) Where the DPA refers to "Customer", it shall read "Partner" for the purpose of this DPA.

b) Partner shall serve as a single point of contact for SAP and is solely responsible for the internal coordination, review and submission of instructions or requests of all End Customers to SAP. SAP shall be discharged of its obligation to inform or notify an End Customer when it has provided such information or notice to Partner.

c) Both Partner and End Customers may request audit reports or may audit SAP as further detailed in the DPA.