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SALES ORDER

April 21, 2019

B601 V2 Inc., dba
Validately 32 W 39th
St. Suite 1001
New York, NY 10018
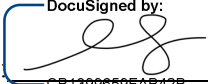
Customer:
AppDynamics
Chika Ando
Chika.ando@appdynamics.com

TERM	DESCRIPTION OF GOOD AND SERVICES	TOTAL

12 Months from date signed	• Enterprise Plan
	  ○ Researcher Seats: 10
	  ○ Collaborator Seats: Unlimited
	  ○ Studies: Unlimited
		$19,988

	• Recruiting Rates: Available upon request
	  ○ Unmoderated Recruiting: $15/user/study
	  ○ Moderated Recruiting: $45/user/study
	    ▪ See Appendix A for rate restrictions
		$0

	AMOUNT PAID	$0
	TOTAL AMOUNT DUE	$19,988

By signing below, the undersigned Customer hereby agrees (a) to purchase the goods and services described above; (b) to unconditionally pay the non-refundable total amount due set forth above to B601 V2 Inc. dba Validately on or before the date that is sixty (60) days after the date of this invoice as provided below; and (c) that the Terms of Service executed by and between AppDynamics LLC and Validately shall govern this Sales Order. The terms of which are incorporated herein by reference) and that it shall be bound by the terms thereof. Please send invoice to accountspayable@appdynamics.com

Customer: AppDynamics LLC

B601 V2 Inc. dba Validately:

SIGNATURE: *[DocuSigned by: CB1399659FAB42B...]*

SIGNATURE: *[DocuSigned by: Steven Cohn 5D1F025987B7431...]*

NAME / TITLE: Elise Leung / General Counsel

NAME / TITLE: Steven Cohn / CEO

DATE: May 6, 2019

DATE: April 22, 2019

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<u>Please wire payment to the below Bank information</u>:
Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
Account: 3301468760
Routing Number (ABA): 121140399
Tax ID: 45-2942998

<u>Alternative payment option: Mail a check to</u>:
Make check out to: B601 V2 Inc.
Mail to: Steven Cohn
32 West 39th Street STE 1001 New York, NY 10018

<u>Alternative payment option: Credit Card</u>:

<u>Name on Card</u>: _____

<u>Credit Card #</u>: _____

<u>Expiration Date</u>: _____ <u>CVV</u>: _____

Contact Steven Cohn with any questions (<u>steven@validately.com</u>; 646-391-6431)

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Appendix A: Moderated Recruiting Restrictions

The limitations on the recruit pricing are stated below. We can recruit for test participants who do not fit within these limits, but at a custom price:

- Moderated recruiting for people who make over $100k/year in income is custom priced.
- Moderated recruiting for people outside of the US or specific geo-targeting within the US has a $25/user up-charge.
- Moderated recruiting with screening for medical conditions is custom priced.
- Moderated recruiting with screening for hard to find/niche job titles is custom priced.
- Moderated recruiting with screening for niche customer behavior, such as using certain products that are not widely adopted is custom priced.
- In-person moderated recruiting is available but is custom priced.

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Appendix B: Terms of Service

Subject to the terms and conditions herein, (the "Terms of Service"), AppDynamics LLC on behalf of itself and its affiliates ("AppDynamics" or "you") is granted a non-exclusive, non-transferable license to access and use the Platform. You will not: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Platform; or (ii) knowingly introduce into the Platform any virus, worm, "black door," Trojan Horse, or similar harmful code. If you violate this section, we reserve the right in our sole discretion to immediately deny you access to the Platform, or any portion of thereof, without notice.

To the extent Validately processes the personal data of natural persons located in the European Economic Area on behalf of Customers that utilize the Platform, Validately is a "data processor" as such term is defined under the General Data Protection Regulation (2016/679). With respect to other processing activities, Validately may act as a "data controller" as such term is defined under the GDPR. With respect to any processing of personal data by Validately under this Agreement, Validately agrees to comply with the requirements set forth in Appendix C (Data Protection).

Description of the Platform

The Platform allows individuals and companies (each, a "Customer") seeking to conduct user research for their product(s) (each, a "Product") to recruit testers, create tests and analyze results to build better products. Through the Platform, a Customer can create tests to measure various parameters about their Product(s) including but not limited to, user reactions to Product features, Product usability, and look and feel of the Product (each, a "Test"). A Customer can recruit its own testers to perform the Test(s) (each, a "Tester") or a Customer can request Validately to source Testers for the Customer. If a Customer requests Validately to source Testers, the Customer will recruit from Validately's external panel of Testers ("Validately External Panel").

All Testers on the Validately External Panel are independent service providers of Validately. Customers may not directly or indirectly contact or communicate Testers outside of the Platform.

Registration

In order to access and use the Platform as a Customer, you must register by creating a Customer account. During the registration process, you will have to provide your name, and email address. You will be required to create a password for your account. You represent and warrant that all registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for the confidentiality of your user account. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. You will promptly inform us of any need to deactivate a user name or password.

Subscription

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The Platform is offered to you on a subscription basis ("Subscription") and shall be available to you for the period set forth in the applicable Sales Order.

Fees; Account Suspension

You agree to pay any applicable Subscription fees made known to you during registration. We may use a third party service provider ("Third Party Service Provider") to process payment of such fees.

This Agreement 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 agreement. The parties may extend the term or any subsequent term of this Agreement by executing a separate written agreement of extension.
If you fail to pay the applicable Subscription fees when due, we may immediately suspend your account until all outstanding Subscription fees have been paid in full, provided that we have offered you notice of such nonpayment and fifteen (15) days to cure such non-payment. You will not be able to access and/or use our Platform while your account is suspended.

Use of Personal Data

Your use of the Platform may involve the transmission to us of certain personally-identifiable information. Our policies with respect to the collection and use of such personally-identifiable information are governed by Appendix C (Data Protection Addendum).

Intellectual Property

a. <u>Validately Intellectual Property</u> We own and will continue to own all right, title, and interest in and to (i) the Site, and the Platform, including, without limitation, all source code, object code, operating instructions, and interfaces developed for or relating to the Platform; (ii) all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, improvements, and derivative works of the foregoing, and all intellectual property rights therein; and (iii) any other content and materials available through the Platform and all intellectual property rights therein (collectively, the "Validately Intellectual Property"). Except as expressly permitted in these Terms of Service, you have no rights in or to any Validately Intellectual Property.

b. <u>Customer Generated Content.</u> You may post and/or create content through the Platform, including but not limited to, the Test(s) you create (hereinafter, "Customer Generated Content"). We cannot and do not review the Customer Generated Content--we merely act as a passive conduit for distribution of the Customer Generated Content. That said, we may remove Customer Generated Content that does not adhere to our Community Guidelines, or that is offensive or otherwise unacceptable to us in our sole discretion.

As between Validately and you, you retain all copyrights and other intellectual property rights in and to the Customer Generated Content. However, you hereby grant us an irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, transferable license to use

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your Customer Generated Content solely to and as reasonably necessary for us to provide the Platform to you.

c. <u>Test Results.</u> As between you and us, you own all right, title and interest in and to all results of the Tests you create and launch hereunder, including but not limited to, all audio and video recordings, reports, conclusions and any other information submitted by Testers through the Platform or collected by us through the Platform in connection with your Test(s), together with all intellectual property rights embodied therein (collectively, "Test Results"). However, you hereby grant us an irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, transferable license to use your Test Results solely to and as reasonably necessary for us to provide the Platform to you.

Confidentiality

"Confidential Information" means: (i) with respect to Validately, the Validately Intellectual Property and any other non-public information or material regarding our legal or business affairs, financing, customers, properties, pricing, or data; and (ii) with respect to Customer, your Customer Generated Content, Test Results and any other non-public information or material regarding your legal or business affairs, financing, customers, properties, or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (b) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (c) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third party.

The Receiving Party will: (i) protect the confidentiality of the Disclosing Party's Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care; (ii) not use any of the Disclosing Party's Confidential Information for any purpose outside the scope of these Terms of Service; and (iii) not disclose the Disclosing Party's Confidential Information to any party other than its employees, contractors, advisors, and agents, who are bound by obligations of confidentiality as restrictive as those set forth in these Terms of Service. If the Receiving Party is legally compelled to disclose any of the disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Section, the Receiving Party may furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed, and will use its best efforts to insure that confidential treatment shall be afforded such disclosed portion of the Confidential Information.

Community Guidelines

By accessing and/or using the Platform, you hereby agree that:

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- You will not use the Platform for any unlawful purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
    - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
    - is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, or promotes extreme violence or cruelty to animals, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
    - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not "stalk" or otherwise harass another user of the Platform or any other person;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; and
- You will not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, or files related to the Platform through hacking, password or data mining, or any other means.

Validately Disclaimers and Limitation of Liability

NONE OF VALIDATELY, ITS AFFILIATES, SUBSIDIARIES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "VALIDATELY PARTIES") ENDORSE ANY CUSTOMER, TESTER, TEST, TEST RESULTS, CUSTOMER GENERATED CONTENT (INCLUDING, WITHOUT LIMITATION, ANY OPINION, RECOMMENDATION OR ADVICE EXPRESSED BY ANY CUSTOMER) OR ANY PRODUCT FOR WHICH TESTS ARE CONDUCTED THROUGH THE PLATFORM. NONE OF THE VALIDATELY PARTIES IS A PARTY TO ANY TRANSACTION, COMMUNICATION OR INTERACTION BETWEEN CUSTOMERS AND TESTERS.

THE SITE, THE PLATFORM AND ALL CONTENT, FUNCTIONS AND MATERIALS MADE AVAILABLE TO YOU THROUGH THE PLATFORM, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCCE, OR USAGE OF TRADE.

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, (I) NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES OR SAVINGS, RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SITE, OR THE PLATFORM, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; AND (II) ANY DIRECT DAMAGES THAT EITHER PARTY MAY SUFFER AS A RESULT OF YOUR USE OF THE PLATFORM SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO VALIDATELY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY.

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NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY

External Sites

The Site and the Platform may contain links to third-party websites ("External Sites"), but we do not endorse and are not responsible for the maintenance or content of any linked External Sites. Please refer to the terms of use and privacy policies of the External Sites for more information.

Indemnification

Each party agrees to defend, indemnify, and hold the other party harmless from and against any and all third party claims, and shall pay all relating costs and damages (including, without limitation, reasonable attorneys' fees) arising or resulting from the indemnifying party's violation of any third-party intellectual property right that are finally awarded against the indemnified party by a court of competent jurisdiction as a result of any such third party claim.

The following are conditions to any claim for indemnification under this section. The indemnified party must promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify, provided, however, that the failure to provide such notice shall not relieve the indemnifying party of its obligations under this section, except to the extent that such failure materially prejudices the indemnifying party's defense of such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall control the defense and all negotiations related to the settlement of any such claim. Any such settlement intended to bind either party shall not be final without the other party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the indemnified party's consent shall not be required when the indemnifying party's settlement involves only the payment of money by the indemnifying party.

Non-solicitation

During the Term and for one (1) year thereafter, you shall not, without Validately's prior written consent, directly or indirectly, solicit the employment of any of the Testers. Any such solicitation will be considered a material breach of these Terms of Service and may result in termination of your account. Provided, however, that the foregoing will not prevent the solicitation or employment of any such person: (a) resulting from any general advertisement for employment or similar notice conducted by or on behalf of the hiring party that is not targeted specifically at such person; (b) that approaches the hiring party on an unsolicited basis; or (c) following the cessation of such person's employment with the non-hiring party without any solicitation or encouragement by the hiring party.

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Termination

a. <u>Term.</u> These Terms of Service shall be effective as of the date of the last signature and shall continue until terminated as set forth herein ("Term").

b. <u>Termination.</u>
    a. Notwithstanding the foregoing, we may terminate and/or suspend your registration or your use of the Platform immediately if you violate the terms and conditions of these Terms of Service and fail to cure such breach within fifteen (15) days after Validately provides you notice of such breach. You may terminate these Terms of Service, without penalty or liability, at any time, for any or no reason, upon thirty (30) days written notice to us and the termination will take effect on the next billing anniversary date

c. <u>Effect of Termination.</u> Upon termination of these Terms of Service: (i) all rights and licenses granted hereunder will immediately cease; (ii) you will immediately cease all use and access of the Site and/or the Platform; (iii) you shall immediately pay Validately all applicable fees due until the date of termination; and (iv) you will not be able to access your Test Results, unless you pay the applicable fees to Validately for access to your Test Results.

Copyright Complaints

If you believe the Platform contains any content that infringes your copyright, please contact our Copyright Agent, as detailed below, with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Platform;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

To contact our Copyright Agent by regular mail, please write to:

Copyright Agent
Steven Cohn
Validately
32 West 39th Street
10th Floor
NY, NY 10018

To contact our Copyright Agent by email, please write to steven@validately.com, with COPYRIGHT NOTICE in the subject line.

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Miscellaneous

This section, and the sections entitled Intellectual Property, Confidentiality, Indemnification, Validately Disclaimers and Limitation of Liability, and Effect of Termination shall survive the termination of these Terms of Service. Neither party may assign these Terms of Service. No waiver shall be effective unless in writing. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms of Service. For avoidance of doubt, these Terms of Service shall only be modified by written mutual agreement. These Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, USA. The parties mutually agree that any and all disputes arising hereunder shall be resolved exclusively by state or federal courts located in the State of New York. These Terms of Service contain the entire agreement of the parties concerning its subject matter, and supersede all existing agreements and all other oral, written or other communication between the parties concerning the subject matter.

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Appendix C - DATA PROTECTION ADDENDUM

This Data Protection Addendum (the "Addendum") shall apply if and to the extent Vendor collects or otherwise processes Customer Personal Data as a data processor in connection with the performance of its obligations under the Agreement. The parties agree that this Addendum shall be incorporated into and form part of the Agreement.

1.   Definitions and Interpretation

1.1   "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with Customer or Vendor, as applicable.

1.2   "**Agreement**" means the agreement between Vendor and Customer entitled Terms of Service, dated on or about April 26, 2019.

1.3   "**Customer**" means: AppDynamics LLC

1.4   "**Customer Personal Data**" means any Personal Data in respect of which Customer or a Customer Affiliate is a data controller or another entity's data processor that is processed by Vendor as a data processor or subprocessor, respectively, in connection with its performance of the Services.

1.5   "**Personal Data**" means any data concerning individuals located in the European Economic Area (the "**EEA**") falling within the definition of "personal data" under Directive 95/46/EC of the European Parliament and of the Council (the "**Directive**") or any replacement legislation, as applicable, including the General Data Protection Regulation 2016/679 (the "**GDPR**") and the Member State implementations of the GDPR (collectively, "**EU Data Protection Laws**").

1.6   "**Services**" means the services and/or products provided by Vendor to Customer under the Agreement.

1.7   "**Vendor**" means B601 V2 Inc., dba Validately

1.8   Terms defined in the Agreement shall have the same meaning when used in this Addendum, unless defined in this Addendum. Terms defined in the EU Data Protection Laws including, but not limited to, "controller" and "processor," shall have the same meaning when used in this Addendum, unless defined in this Addendum.

2.   Nature of the Processing

The data processing activities carried out by the Vendor as a processor under the Agreement are described in Annex A to this Addendum.

3.   Processor Obligations

(a)   Customer and Vendor acknowledge and agree that Customer (or a Customer Affiliate on whose behalf it is authorized to instruct Vendor) is the controller of Company Personal Data and Vendor is the processor of Customer Personal Data pursuant to the Agreement. In certain instances, Customer

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(or a Customer Affiliate on whose behalf it is authorized to instruct Vendor) may be the processor of Customer Personal Data, in which case Vendor is appointed as subprocessor of such Customer Personal Data pursuant to the Agreement. Whether Vendor is serving as a processor or subprocessor, Vendor's obligations shall remain pursuant to this Addendum, which align with Vendor's obligations as a processor pursuant to EU Data Protection Laws.

(b)   Vendor shall only use, disclose, or otherwise process Customer Personal Data (including transfers to third countries from the EEA), on behalf of Customer, and soley to the extent necessary to perform its obligations under the Agreement and strictly in accordance with Customer's documented instructions ("Permitted Purpose"), unless otherwise required under European Union (or any EU Member State) law.

(c)   Customer hereby authorizes Vendor to transfer Customer Personal Data to the United States for provision of the Services and performance under the Agreement, provided that (i) Vendor is self-certified to the E.U.- U.S. and Swiss-U.S. Privacy Shield with respect to Customer Personal Data; or (ii) Vendor and Customer have entered into Commission Decision C(2010)593 Standard Contractual Clauses (Processors) ("Model Clauses") with respect to Customer Personal Data, as applicable.

(d)   Vendor shall ensure that it shall only disclose Customer Personal Data or allow access to Customer Personal Data by, the employees of the Vendor (its   "Authorized Personnel") to process Customer Personal Data that are subject to a duty of confidentiality by contract, or are under an appropriate statutory obligation of confidentiality with respect to Customer Personal Data. The Vendor shall ensure that all Authorized Personnel process the Customer Personal Data only as necessary for the Permitted Purpose.

(e)   Vendor represents that it has, and shall continue to maintain appropriate technical and organizational measures with respect to the Customer Personal Data, after 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 data subjects, for the purpose of protecting the Customer Personal Data from a Security Incident (as defined bellow), ensuring a level of security appropriate to the risk.

(f)   Upon becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access, or use of Customer Personal Data (each, a "Security Incident"), Vendor shall notify Customer without undue delay, and in any event, within one business day. Vendor shall further assist Customer, by providing timely information and cooperation, to fulfil its personal data breach notification obligations under the GDPR, taking into account the nature of the processing and the information available to the Vendor. If any Data in the possession and/or control of the Vendor is lost, corrupted, or rendered unusable for any reason, the Vendor shall promptly notify AppDynamics and restore such Data including by using its back up and/or disaster recovery procedures, at no cost to AppDynamics.

(g)   The Vendor shall not subcontract any processing of the Customer Personal Data to a third party subcontractor without the prior written consent of Customer. Notwithstanding this, Customer hereby consents to Vendor's use of the third parties listed in Annex B of this Agreement ("Downstream Subprocessors") to process Customer Personal Data pursuant to the Agreement. Customer may opt-in to receiving notifications regarding new Downstream Subprocessors during the term of the Agreement by written notice to Support@VALIDATELY.COM. If Customer objects in writing to a new or replacement Downstream Subprocessor within fourteen (14) calendar days after receipt of such notice, and the parties cannot resolve Customer's reasonable objection within fourteen (14) calendar

days after receipt of the objection, then Customer may terminate the Services impacted by the new or replacement Downstream Subprocessor on written notice to Vendor without penalty and receive a pro-rata refund of any fees paid in advance.
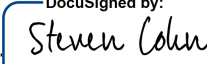
(h)   Notwithstanding the foregoing, Vendor may replace or add a Downstream Subprocessor without prior notice to Customer if, in its sole discretion, such action is necessary to prevent or mitigate risk to the Services ortechnology infrastructure. Vendor shall notify Customer of the replacement or additional Downstream Subprocessor as soon as possible, and Customer shall retain the right to object to such Downstream Subprocessor as described in (g) above upon receipt of such notice.

(i)   Vendor shall enter into written contracts with its Downstream Subprocessors that include data protection obligations that are at least as strict as the standard set forth in this Addendum, and shall remain liable for any breach by Downstream Subprocessor under this Addendum as if it were a breach by Vendor.

(j)   Taking into account the nature of the processing, and to the extent Customer cannot fulfil such obligations directly via the Services, Vendor, its agents, and subcontractors shall provide commercially reasonable assistance, including through appropriate technical or organizational measures, insofar as this is possible, to Customer to fulfill its obligations to respond to data subject rights requests, specifically the right to access, rectification, erasure, restriction, objection, or portability, as applicable under the Directive or GDPR. If Vendor receives a request directly from a data subject, it will notify Customer of the request (including all relevant details provided by data subject), and await Customer's instructions.

(k)   Vendor, its agents and sub-contractors, shall promptly notify Customer without undue delay if a supervisory authority or law enforcement authority makes any inquiry or request, which relates directly or indirectly to the processing or disclosure of Customer Personal Data and shall cooperate on request with any relevant EU or Member State supervisory authority.

(l)   Vendor shall provide Customer with reasonable assistance should Customer conduct a data protection impact assessment regarding the Services, including providing information reasonably necessary for Customer's prior consultation with a supervisory authority regarding such data protection impact assessment.

(m)   Vendor shall make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this Addendum and, at Customer's expense, allow for and contribute to audits, including inspections, conducted by the Customer or an independent third-party auditor mandated by the Customer. Vendor shall inform Customer immediately if, in its opinion, a Customer instruction infringes the GDPR or other EU or Member State data protection provision.

(n)   Upon termination or expiration of the Agreement, Vendor, its agents, and subcontractors shall, in accordance with the terms of the Agreement, delete or return to Customer all relevant Customer Personal Data (and delete all copies) in Vendor's possession, save to the extent that Vendor is required under any applicable law to retain some or all Customer Personal Data and shall immediately cease to use, and shall procure its agents and subcontractors cease to use, the Customer Personal Data. In such event, Vendor shall extend the protections of the Agreement and this Addendum to such Customer Personal Data and limit processing of such Customer Personal Data to only those purposes required by applicable law, for so long as Vendor maintains the Customer Personal Data.

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4. **General Provisions**

a) Each party hereby represents and warrants to the other party that it complies, and will continue to comply, with applicable EU Data Protection Laws including, but not limited to, Customer's and Vendor's obligations regarding Customer Personal Data pursuant to the Agreement and this Addendum.

b) Customer hereby grants Vendor the right to anonymize and aggregate Customer Personal Data (the "**Anonymized Data**"), and process the Anonymized Data for the purposes of statistics, usage reporting, data analytics, industry analysis, market research, and other similar purposes, and for internal general business purposes.

c) The headings of any sections, subsections, and paragraphs of this Addendum are inserted for convenient reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

d) Except to the extent amended by this Addendum, the Agreement shall remain in full force and effect. If there is a conflict between this Addendum and the Agreement, this Addendum shall control with respect to its subject matter.

e) Any claims brought in connection with this Addendum shall be subject to the terms and conditions including, but not limited to, the exclusions and limitations set forth in the Agreement.

Vendor   **Customer**

DocuSigned by:
By: _Steven Cohn_____
5D1F025987B7431...

DocuSigned by:
By: _____
CB1399659FAB42B...

Name:_Steven Cohn_____

Name:_Elise Leung_____

Title: Founder, CEO_____

Title:_General Counsel_____

Date: _May 6, 2019_____

Date:_May 6, 2019_____

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Data Protection Addendum – Annex A
Description of Data Processing

The data processing activities carried out by the Vendor under the Agreement may be described as follows:

1. **Subject matter**
   The subject matter concerns the provision by Vendor of data processing services in connection with using Validately.com to run user research or user tests. Vendor may also supply, upon Customer's request, test participants to provide feedback for Customer during their test.

2. **Duration**
   Vendor will process the data during the effective dates of the Agreement.

3. **Nature and purpose**
   Customer wants to conduct user research or tests, record the video feed of the test, recruit test participants from either Vendor or their own supplied list, review recordings of the test videos and product artifacts to help inform teammates of test results.

4. **Data categories**
   Vendor shall process the following categories of personal data: name, email, payment information, video recordings, test statistics, and other study-related information.

5. **Data subjects**
   Processing concerns the following categories of data subjects: Customer end-users and test participants within the Validately Services.

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Data Protection Addendum – Annex B
List of Downstream Subprocessors and Purpose

- **Google Cloud (US East) (cloud hosting and storage provider)**
- **TokBox (customer recordings)**
- **Sendgrid (email)**
- **Stripe (payments)**
- **Chart.io (reporting)**