Participating Addendum To
Cloud Services Agreement

This Participating Addendum dated January 15, 2019, by and between AppDynamics LLC ("**AppDynamics**") and Lacework, Inc. ("**Lacework**") (the "**Addendum**"), supplements the cloud Services Agreement (the "**Agreement**"), dated March 29, 2018, by and between Lacework, Inc. (the "**Supplier**") and Cisco Systems, Inc. ("**Cisco**").

WHEREAS, Cisco, the parent company of AppDynamics, entered into the Agreement to procure software solutions from Supplier;

WHEREAS, AppDynamics, a wholly-owned subsidiary of Cisco, wishes to also procure software solutions from Supplier in connection with AppDynamics' rights as an Affiliate (as defined in the Agreement) of Cisco as set forth in the Agreement; and

WHEREAS, AppDynamics and Supplier wish to enter into this Addendum to: (i) facilitate AppDynamics' purchases of Software under the Agreement and (ii) include certain additional rights and obligations on the parties.

Therefore, the parties agree as follows:

I.   AMENDMENT TERMS AND CONDITIONS.

A.   GENERALLY. Capitalized terms not otherwise defined herein shall be deemed to have the meanings set forth in the Agreement. The term "[t]his Agreement" shall mean the Agreement as amended by this Addendum.

B.   APPLICABILITY. Supplier hereby acknowledges that (i) AppDynamics is an Affiliate pursuant to **Section 1.1** of the Agreement; (ii) AppDynamics is permitted to access and use the Hosted Service pursuant to **Section 4.1** of the Agreement; (iii) pursuant to **Section 4.1**, at all times for which the Agreement is deemed to be a separate agreement between Supplier and AppDynamics, such separate Agreement shall fully incorporate the changes set forth in **Section C** of this Addendum. For clarity, nothing in this Addendum will amend the Agreement as between Supplier and Cisco, or such parties' rights and obligations thereunder.

C.   AMENDMENT. The Agreement is hereby amended as follows:

1.   The term "Cisco" throughout the Agreement shall be a reference to "AppDynamics" in this Addendum.

2.   **Section 2.1(a)** of the Agreement shall be amended and restated with the following:

Complete and comply with the Services described in Exhibit A or any applicable Transaction Document(s);

3.   **Section 4.1** is hereby amended and restated with the following:

Supplier hereby grants to Cisco a limited, non-exclusive, fee-based, worldwide license, with right to use the Hosted Service for Cisco's business operations by any End User for the term of this Agreement and subject to payment of the fees set forth in Exhibit A and/or Transaction Document(s).

4.   **Section 6.3** of the Agreement is deleted in its entirety.

5.   The first sentence of **Section 7.2** is hereby amended and restated with the following:

All charges and amounts other than those set forth on Exhibit A or a Transaction Document must be pre-approved and documented in a valid Purchase Order. Charges for the Subscription Term of the Services set forth on a Transaction Document are fixed and may not be increased during the Subscription Term without Cisco's prior written consent. Further prices and fees for any renewal terms shall remain as set forth in the applicable Transaction Document.

6. Section 9.5 (Existing NDA) is hereby deleted in its entirety.

7. **Section 10.1(h)** is hereby amended and restated with the following:

    If Supplier has access to Cisco content and data, Supplier will comply with the applicable data protection laws as set forth in Exhibit J**.**

8. **Section 15.1(a)** is hereby amended and restated with the following:

    This Agreement shall commence on the Effective Date and will continue unless terminated pursuant to Section 15.3 (the "Term" or "Initial Term"). The term for the subscription licenses ("Subscription Term") shall be set forth on the applicable Transaction Document.

9. With respect to **Section 18.5**, AppDynamics address for notice shall be the following:

    To AppDynamics:
    AppDynamics LLC
    303 Second Street, North Tower, 8th Fl
    San Francisco, CA 94107

10. **Section 3.0** in **Exhibit A** is hereby deleted and replaced in its entirety with the following:

3.0 MAINTENANCE AND SUPPORT
Supplier will perform the support and maintenance services described in the applicable Transaction Document(s).

11. **Exhibit B** is hereby deleted.

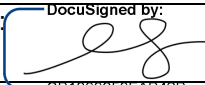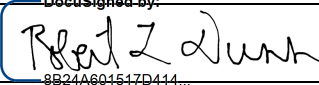12. **Exhibit J** is hereby added as **Attachment A** (Data Processing Addendum) to this Addendum.

II.   CONFLICTS.   In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern. Except as expressly modified herein, the terms of the Agreement shall remain in full force and effect.

III.   AUTHORITY. The person signing this Amendment for each party represents that he is duly authorized by all necessary and appropriate corporate action to enter into this Amendment on behalf of such party.

IV.   LAW AND JURISDICTION. The parties agree that this Amendment and any dispute arising hereunder shall be governed by the laws of the State of California to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Amendment or its subject matter or formation.

< Signature Page Follows >

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

AppDynamics:	**Lacework**:
Signature: *DocuSigned by:* [signature] CB1399659FAB42B...	Signature: *DocuSigned by:* [signature] Robert L. Dunn 8B24A601517D414...
Name: Elise Leung	Name: Robert L. Dunn
Title: General Counsel	Title: COO
Date: January 18, 2019	Date: January 18, 2019

Attachment A

DATA PROCESSING AMENDMENT

This Data Processing Amendment (the "**DPA**") is made by and between:

(1) **Supplier;** and

(2) where Supplier has entered into the Agreement (as defined below) with:

(a) AppDynamics, Inc. or AppDynamics LLC (formerly AppDynamics, Inc.) then **AppDynamics LLC** having its principal place of business at 303 Second Street, North Tower, 8th Floor, San Francisco, 94107, shall be the second party to this DPA; or

(b) AppDynamics International Ltd, then **AppDynamics International Ltd**, a company registered in England and Wales under company number 09004916, whose registered address is 150 Aldersgate Street, London, EC1A 4AB, United Kingdom, shall be the second party to this DPA,

(as applicable the "**Contracting AppDynamics Party**").

This DPA amends and is incorporated by reference into the agreement for the provision of products and/or services by the Supplier to AppDynamics (as defined below) (the "**Agreement**").

In order to comply with changes to data protection legislation, the parties wish to update the Agreement with respect to any processing of personal data. Therefore, in consideration of the mutual covenants set out in this DPA and the parties' mutual compliance obligations under the General Data Protection Regulation (EU) 2016/679, the parties agree as follows:

I. DATA PROCESSING AMENDMENT TERMS AND CONDITIONS.
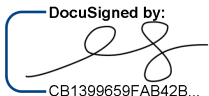
A. GENERALLY.

   1. Capitalized terms not otherwise defined herein shall be deemed to have the meanings set forth in the Agreement. The term "this Agreement" shall mean the Agreement as amended by this DPA.

   2. This DPA is entered into by the AppDynamics Contracting Party for the benefit of itself and all AppDynamics Contracting Party affiliates based in the EEA and Switzerland (collectively "**AppDynamics**").

   3. In the event that the Agreement was entered into by an affiliate of the Supplier, the Supplier enters into this DPA as agent on behalf of the relevant Supplier affiliate and the Supplier shall procure that the Supplier affiliate shall comply with the terms of this DPA.

   4. This DPA shall be effective as of the earlier of the last signature date on this DPA ("**DPA Amendment Effective Date**").
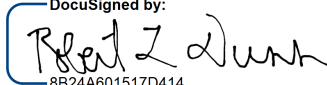
B. AMENDMENT. The Agreement is hereby amended by adding **Attachment A** to this DPA as a new Data Protection Schedule to the Agreement.

II. CONFLICTS. In the event of a conflict between the terms of this DPA and the Agreement, the terms of this DPA shall govern. Except as expressly modified herein, the terms of the Agreement shall remain in full force and effect.

III.   AUTHORITY. The person signing this DPA for each party and its affiliates (as appropriate) represents that he is duly authorized by all necessary and appropriate corporate action to enter into this DPA on behalf of such party.

IV.   LAW AND JURISDICTION. This DPA and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the agreed upon jurisdiction in the Agreement. The parties agree that the courts as agreed upon in the Agreement shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this DPA or its subject matter or formation.

IN WITNESS WHEREOF, the parties hereto have executed this DPA by a duly authorized representative on the dates set forth below.

For and on behalf of **AppDynamics LLC:**
Signature:
Name: Elise Leung
Title: General Counsel for AppDynamics LLC
Date: January 18, 2019

For and on behalf of **Supplier** by:
Supplier Legal Name: Lacework
Signature:
Name: Robert L. Dunn
Title: COO
Date January 18, 2019

ATTACHMENT 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 the Supplier as a processor to process the personal data described in **Annex A** (the "**Data**"). The Supplier shall, and shall ensure that its agents or subcontractors shall, comply with the obligations that apply to Supplier under Data Protection Law.

   1.3. *Purpose limitation:* The Supplier 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. The Supplier shall promptly inform AppDynamics if, in the Supplier's opinion, any instruction given by AppDynamics to the Supplier contravenes Data Protection Law.

   1.4. *International transfers:* The Supplier 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:* The Supplier shall ensure that it shall only disclose the Data to, or allow access to the Data by, the employees of the Supplier 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). The Supplier shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

   1.6. *Reliability of Authorised Persons:* The Supplier 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:* The Supplier 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, the Supplier 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. The Supplier 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. The Supplier 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 the Supplier 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 the Supplier is lost, corrupted or rendered unusable for any reason, the Supplier 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:* The Supplier, its agents and subcontractors, shall promptly carry out any request from AppDynamics requiring the Supplier 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, the Supplier 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:* The Supplier 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) the Supplier 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) the Supplier 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) the Supplier remains fully liable and responsible for any subcontractor's processing of the Data. If AppDynamics refuses to consent to the Supplier's appointment of a subcontractor on reasonable grounds, then either the Supplier will not appoint the subcontractor or AppDynamics may terminate this Agreement, without penalty and the Supplier 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:* The Supplier shall notify AppDynamics of any requests received from a data subject exercising their rights under Data Protection Law. The Supplier 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:* The Supplier 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 the Supplier.

1.15. *Notices from Data Protection Authorities:* The Supplier, 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_: The Supplier 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:_ The Supplier 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 the Supplier or its agents or subcontractors).

1.18. _Audit:_ The Supplier 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.

<u>**Annex A**</u>

<u>Data</u>

Subject Matter of Processing

Email addresses of administrative users, as well as the AWS IP addresses and account and instance IDs.

Duration of Processing

For no longer than the term of the Agreement.

Nature and Purpose of Processing

The data is utilized to allow the Customer visibility into their operational systems.

Type of Personal Data and Categories of Personal Data

Data Subjects

Email addresses of administrative users, as well as the AWS IP addresses and account and instance IDs.

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.

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.