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Slido SaaS Agreement

This Slido SaaS Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between sli.do s. r. o., Heyrovskeho 10, 841 03 Bratislava, Slovakia (European Union), Company ID: 47333421, VAT ID: SK2023838806, tel: +421 2 33 057 224 ("Slido") and the entity listed in the signature block below ("Customer"). Slido and Customer are each a "Party" and collectively, the "Parties".

NOW, THEREFORE, for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Interpretation

In this Agreement, unless the context requires otherwise:

- words importing the singular number include the plural number and vice versa;
- words importing persons include firms, companies and corporations and vice versa;
- the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
- any obligation on any party to do or not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.

1. Service

1.1. Slido offers a software as a service solution provided through a cloud based platform that enables real-time active engagement of participants at a meeting, training, workshop or event organised by an organiser ("Service"). The Service runs thanks to the "Underlying Systems" meaning the Slido software, IT solutions, systems and networks (including software and hardware) owned by Slido and Slido's licensors and used to provide the Service, including any third party solutions, systems and networks and any software components Slido may make available, via app stores or other channels, as part of or related to, the Service ("Components").

1.2. The Service can be accessed through an electronic device with internet connection by going to slido.com or sli.do ("Website") or the Slido mobile application ("Mobile App").

1.3. There are several types of plan offered under the Service, available at sli.do/pricing. Except for the Basic plan, a payment of a fee according to the fees and payment section of this Agreement is required.

1.4. Subject to the limitations of the chosen plan, Customer may authorize any person to be an organizer or a participant. The Customer, the Customer's organisers and the Customer's participants are, collectively, users of the Service ("Users").

1.5. In order for a participant to start using the Service, the participant does not need to sign up. The use of the Service is free for participants.

1.6. After choosing their preferred plan an organiser will need to sign up using their name, surname, an individual email address and a password via the Website or the Mobile App and create an account in order to create a meeting, training, workshop or event via the Service and use the features of their chosen plan.

1.7. Customer explicitly indicates and accepts that the Service is for professional use only and that this is a business transaction to which consumer rules do not apply.

1.8. Subject to clause 11.4., Slido will use reasonable efforts to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. The

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Customer will be able to check the availability of the Service and timing of scheduled maintenance at status.sli.do.

1.9. Slido may contact the Customer to send the Customer emails directly or indirectly relating to the Customer's use of the Service.

2. Beta Service

2.1. Slido sometimes launches new or redesigned parts of the Service that need some time to be tested and improved before they are offered as the "real deal" ("Beta Service"). The BETA label is displayed on such a new Service to show it is being tested - it may not work for everyone. Most Beta Services are free, but some may be paid.

2.2. Use of the Beta Service is subject to this Agreement and any additional terms that Slido may, in Slido's sole discretion, specify from time to time.

2.3. Use of the Beta Service is only permitted for the period designated by Slido. Slido may terminate the Customer's right to use the Beta Service at any time and for any reason in Slido's sole discretion, without any liability to the Customer. In case of the paid Beta Services, Customer will be refunded for any unused Service pro rata.

2.4. Customer understands that any pre-release and Beta Services are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available products.

2.5. Slido makes no promises that any Beta Service will ever be made generally available.

2.6. Except as otherwise provided in this Agreement and the Security Standards, Slido provides any Beta Service to Customer "as is." Slido makes no warranties of any kind with respect to Beta Service, whether express, implied, statutory or otherwise. To the maximum extent permitted by applicable law, Slido disclaims all obligations or liabilities with respect to Beta Services, including but not limited to any support and maintenance, warranty, and indemnity obligations.

3. Confidentiality.

3.1. "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. The terms of this Agreement, Customer Data (as defined below), the content provided by either Party in connection with use of the Service, pricing, and any non-public technical or other documentation and communications relating to the Service and any and all information regarding Customer's business, products and services are the Confidential Information of Customer. The Receiving Party will: (i) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents, data-subprocessors 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, agents, and data-subprocessors 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. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will, to the extent legally permitted, 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. Further, this Section 3 will not apply to information that the Receiving Party can   document: (i) was rightfully in its possession or known to it prior to

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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.

4. Customer Data

4.1. Customer is and continues to be the owner of all data, content, communication information (including personal information), software or material owned, held, used or created by or on behalf of Customer, Customer's organisers and participants that is created in, input into or transmitted directly or indirectly through the Service ("Customer Data").

4.2. Customer or Customer's organisers can decide whether to set their event as public or private. Public event Customer Data are public. Private event Customer Data are only shared with:

    a) the Customer;

    b) Customer's organisers;

    c) participants the Customer invites to the event; and

    d) relevant Slido staff and Slido trusted third party service providers available at sli.do/terms#3rd-party-providers.

4.3. Customer (for itself and all of Customer's organisers and participants) grants to Slido free of charge a worldwide, non-exclusive, limited term licence to access, use, process, copy, distribute, disclose, perform, import and display Customer Data for the duration of the provision of the Services only for:

    a) making the Services available to Customer pursuant to this Agreement as expressly permitted by Customer in writing;

    b) as reasonably necessary to maintain and improve the Services, provided that all data used for such purposes are aggregated and anonymized;

    c) as reasonably necessary to prevent or address Service, security or integrity, support or technical issues, provided that the use of Customer Data for of any of the foregoing is limited to resolution of such issues;

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      d)   as required by any applicable law, regulation, legal process or government request.

Customer represents and warrants that it has secured all rights in and to Customer Data from the Customer's organisers and participants as may be necessary to grant this license.

4.4. Slido's use and processing of personal data, whether provided by Customer or Customer personnel for business relationship purposes or to the extent such personal data are included in any Customer Data, shall be governed by the terms set out in Schedule 1 (Data Protection), which is hereby incorporated into and made a part of this Agreement by this reference as though fully set forth herein.

4.5. Not used.

4.6. Slido will take standard industry measures to back up all Customer Data stored using the Services.

4.7. Protection of Customer Data is a top priority for Slido so Slido will (i) maintain administrative, physical, and technical safeguards described in our Security Standards available at sli.do/security#standards; (ii) maintain a written information security program appropriate for the Services; (iii) follow industry-standard policies and provides features and internal practices to protect the security and integrity of Customer Data; (iv) detect and prevent intrusions to the Services; and (v) require obligations consistent with the foregoing of Service Provider's providers related to the Services and ensure such providers are subject to appropriate information security diligence reviews. In addition, the foregoing safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by Slido personnel. Slido will notify Customer as soon as possible to security@appdynamics.com of any actual, suspected or threatened Security Incident (as defined below) involving Customer Data. The notification provided to Customer shall include, if known, and to Slido's knowledge as of the time of notice: (i) the general circumstances and extent of any unauthorized access to Customer Data or intrusion into the computer systems or facilities on or in which Customer Data are maintained; (ii) which categories of Customer Data were involved; (iii) the identities of all individuals whose personal data were affected; and (iv) steps taken to secure the data and preserve information for any necessary investigation. The notification required to be delivered to Customer under this Section 4.7 shall be delivered without undue delay and in no event later than 72 hours after Slido learns of any such actual, suspected or threatened Security Incident. Slido shall not delay its notification to Customer for any reason, including, without limitation, investigation purposes. Slido shall cooperate fully with Customer in investigating and responding to each successful or attempted security breach to investigate, and obtain copies of data as provided herein. "Security Incident" is when Slido knows or has reason to know that: (i) Slido has experienced an incident resulting in the unauthorized acquisition or unauthorized use of unencrypted Customer Data, or encrypted Customer Data and the confidential process or key that is capable of compromising the security, confidentiality or integrity of Customer Data that creates a substantial risk of identity theft or fraud; or (ii) Customer Data was acquired or used by an unauthorized person or used for an unauthorized purpose. In the event of any Security Incident, Slido will assist Customer to provide notification and take other reasonably necessary actions in mitigating the effects of such Security Incident, at Slido's sole cost and expense, including but not limited to reimbursement of Customer's reasonable out-of-pocket expenses in providing notification, credit reports and otherwise complying with the law with respect to such Security Incident, and such costs and expenses shall not be subject to the limitation of liability in Section 11. The obligations herein shall not apply to Security Incidents that are caused by Customer or Customer's Users. Slido shall be responsible for the acts and omissions of the third parties it engages to support the Services, including any third party data-subprocessors, and will ensure that such third parties maintain, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access.

4.8. Without limiting Slido's obligations set out in this Section 4, Customer acknowledges that it (not

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Slido) bears sole responsibility for adequate security, protection and backup of Customer Data when such data are in Customer's or its representatives' or agents' possession or control, or where Customer chooses to use unencrypted gateways to connect to and transmit such data to the Services.

5. Customer obligations and warranties

5.1. Customer shall ensure that the use of the Service by the Customer and each of Customer's organizer and participant is in compliance with this Agreement.

5.2. Customer warrants that Customer has full power and authority to enter into and perform the Customer's obligations under this Agreement.

6. Authorised use

6.1. Customer shall ensure that information provided to Slido as reasonably requested by Slido and relating to the provision of the Services shall be accurate, complete and up to date. Customer shall use commercially reasonable efforts to keep this information accurate, complete and up to date.

6.2. Customer is responsible for all activity that occurs under the organiser's account. Organiser's access credentials shall be kept confidential and if the Customer or the Customer's organiser knows or suspects that anyone other than the organiser knows the organiser's access credentials, Customer shall promptly notify Slido. Customer shall ensure an organiser does not assist anyone else in accessing the organiser's account on an unauthorized basis, including by sharing, publicly offering, selling, or offering to sell the organiser's access credentials to third parties or otherwise in breach of this Agreement; create more than one account to access the Service except as expressly permitted by Slido; or transfer the organiser's account to any third party or otherwise commercially exploit the Service.

6.3. Customer shall not and shall ensure the Customer's organisers and participants do not use the Service in contravention of this Agreement, the requirements of any applicable national, state,

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provincial and local laws, ordinances, regulations and codes, orders, requirements, directives, decrees, decisions, judgments, interpretive letters, guidance and other official releases of any regulator that are applicable to the Users, their affiliates, the Service or any other matters relating to the subject matter of this Agreement.

6.4. Customer shall not and shall ensure the Customer's organisers and participants do not attempt to access or use the Service in a manner that may harm Slido or any third party or interfere with the functionality or operation of the Service or Underlying Systems, including, but not limited to:

a) attempting to undermine the security or integrity of the Service or the Underlying Systems;

b) attempting to probe, scan or test the vulnerability of the Underlying Systems or to breach security or authentication measures;

c) overloading, "flooding", "mailbombing", "crashing";

d) misusing the Service in any way which may impair the ability of any other user to use the Service etc.

6.5. Customer shall not and shall ensure the Customer's organisers do not use the Service to collect from the participants any of the following information:

a) social security number;

b) driver's license number,

c) State identification card number or passport number;

d) bank account number;

e) credit, debit or other payment card number;

f) security code or password (other than the event code and event password needed to access the event);

g) medical information; or

h) health insurance information.

6.6. Customer shall ensure Customer Data:

a) does not contravene this Agreement, the requirements of any applicable national, state, provincial and local laws, ordinances, regulations and codes, orders, requirements, directives, decrees, decisions, judgments, interpretive letters, guidance and other official releases of any regulator that are applicable to the parties, the Service or any other matters relating to the subject matter of this Agreement;

especially but not limited to, requirements relating to intellectual property rights, privacy, publicity, prohibition of impersonation, libel, discrimination;

b) does not contain advertising or a solicitation;

c) is not otherwise objectionable (i.e. abusive, threatening, sexually-explicit, inciting violence, spamming, offensive, etc.).

6.7. Customer shall notify Slido without undue delay if Customer or Customer's organiser becomes aware or receives any notification of an accusation of any infringement connected to the Service.

7. Intellectual property

7.1. Customer agrees and acknowledges that the title to all intellectual property rights in Slido, the Service, the Underlying Systems, including but not limited to all of the contents, such as text, images, audio, and the HTML used to generate the pages, is and remains the property of Slido and Slido's licensors. Except as expressly set forth in this Agreement, no User acquires any rights, licences or goodwill in any of Slido's intellectual property rights. Customer shall not and shall ensure Customer's organisers and participants do not:

a) alter, enhance, or make derivative works of Slido, the Service, or any of the Underlying Systems;

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b)   reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Service or any of the Underlying Systems;

c)   sell, transfer, publish, disclose, display or otherwise make available anything protected by intellectual property rights of Slido and any related products including any modifications, enhancements, derivatives, and other software and materials provided hereunder by Slido or copies thereof to others in violation of this Agreement;

d)   display or use the Slido name or logo in any manner without Slido's prior written permission.

8. Feedback

8.1. If a User provides Slido with ideas, comments or suggestions relating to the Service or the Underlying Systems ("Feedback"), all intellectual property rights in that Feedback, and anything created as a result of that Feedback (including new material, enhancements, modifications or derivative works), are owned solely by Slido.

9. Consequences of breach of clauses 4 and/ or 5 and/ or 6

9.1. An infringement or breach of any of the obligations by a User contained in Clauses 5 and/ or 6 and/ or 7 is considered a breach of this Agreement and Slido shall be entitled to edit (without compromising the integrity of) or remove that User's Data and/ or unilaterally terminate that User's access to the Service with immediate effect and/ or cancel that User's accounts, as reasonably appropriate without any obligation on Slido to refund the Customer.

10. Slido's obligations and warranties

10.1. Upon Customer's payment of the fees according to the fees and payment section of this Agreement Slido will grant Customer a limited, revocable, non-transferable, non-exclusive non-sublicensable licence to access and use the Service and the object code version of any Components according to this Agreement. Customer may allocate or distribute the rights granted

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under this clause to Customer's organisers and participants, subject to the limitations of their chosen plan.

10.2. Slido shall provide the Service in accordance with this Agreement and all applicable laws, in particular but not limited to laws on data protection, tax, anti-bribery, anti-corruption and anti-money laundering.

10.3. Slido warrants that it has the right and necessary title to provide the Service.

10.4. Slido warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

11. Disclaimers and limitations of liability

11.1. Due to the nature of the Service, except as provided in this Agreement and the Security Standards, the Service is provided on an 'as is' and 'as available' basis.

11.2. Slido does not guarantee the accuracy, truthfulness, completeness, or usefulness of any data.

11.3. Slido acts as a "passive conduit" of communications between organisers and participants and does not have the obligation to pre-screen any Customer Data. Any opinions, advice, statements, service, offers, or other information contained in Customer Data are those of the respective author(s) or distributor(s) and not of Slido.

11.4. Slido will use commercially reasonable efforts to make the Services secure, free of viruses or other harmful code, uninterrupted and error free, however, Users acknowledge that Slido provides no warranty as to this.

11.5. Slido makes no representation concerning the quality of the Service and does not promise that the Service will interoperate perfectly with every operating system, browser or electronic device. Every user is different, and Slido does not guarantee that the Service will meet Users' needs or requirements or the needs or requirements of any other person or the needs or requirements set forth in any documentation.

11.6. Slido is not responsible for malfunctioning or inapplicability of the Service provided pursuant to this Agreement due to improper use or a combination of the impact of technical equipment, software or malicious programs.

11.7. Internet connection sufficient to the number of participants is vital for the smooth and seamless running of the Service - without an appropriate internet connection Users may not be able to extract full benefits of the Service. Customer is responsible for the internet connection and equipment necessary to access and use the Service. Slido cannot be held responsible for malfunctioning caused by inadequate internet connection or equipment.

11.8. The Service interoperates with a range of third party service features. Slido does not make any warranty or representation on the availability or quality of these features, and excludes all liability in connection with these features that arises due to no fault of Slido.

11.9. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, Slido may cease to make available that feature to Users. To avoid doubt, if Slido exercises its right to cease the availability of a third party feature, Users are not entitled to any refund, discount or other compensation from Slido.

11.10. Except for the obligations and warranties set out in this Agreement, Slido excludes and Users waive all other representations, conditions, terms, guarantees and warranties, express, implied or collateral, arising by operation of law or otherwise, including but not limited to implied warranties, terms or conditions of satisfactory quality or fitness for a particular purpose or conformance to description or sample, except to the extent such representations, conditions, terms, guarantees or warranties may not be excluded by law. To the extent that they cannot be excluded, the liability of Slido for any breach is limited, at Slido's discretion, to:

a) supplying the Service again; and/or

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b) paying the costs of having the Service supplied again.

11.11. Except for liability arising out of Slido's breach of Section 3 (Confidentiality), the maximum aggregate liability of either party under or in connection with this Agreement or relating to the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not exceed an amount equal to the Fees paid by the Customer under the Agreement in the previous year. The cap in this clause includes the cap set out in clause 11.10.

11.12. In no event shall either party be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, including but not limited to damages for lost profits, contracts, revenues, savings, income, business, use, and/or goodwill arising out of or in connection with this Agreement, however caused (including through negligence) and regardless of whether either party has been informed of the possibility or likelihood of such damages arising.

11.13. Nothing in this Agreement limits or excludes any liability of Slido for death or personal injury caused by its negligence, for fraud or for any other liability that cannot be lawfully excluded or limited under applicable law.

11.14. Not used.

11.15. Slido expressly disclaims any liability or claims that may arise between Users of the Service, including, but not limited to, disputes between Customer, organisers and participants. Users are solely responsible for their interactions and any disputes that arise from interactions with any of the foregoing. Customer hereby releases Slido and Slido's subsidiaries officers, directors, agents, investors and employees) from any and all claims, demands, or damages (actual or consequential) of every kind, known and unknown arising out of or in any way related with such disputes.

12. Fees and payment

12.1. Customer agrees to pay the applicable fee for the Customer's chosen plan as specified in the PO attached as Schedule 2 (the "Fee").

12.2. Slido reserves the right to update Slido pricing at slido.com/pricing at any time in its sole discretion.

12.3. The following ways of purchasing the Service are available:
   a) Online via payment by card or PayPal.
   b) By contacting Slido and sending Slido all the information and contact details statutorily required for billing purposes (e.g. plan, trade name, registered office, ID No., VAT No., etc.). Slido will then send the Customer an invoice that can be paid by card, PayPal or via bank transfer. The Customer agrees to pay the Fee before the due date stipulated on the invoice (15 calendar days).

12.4. Slido does not accept cheques.

12.5. In any event, the Customer agrees to pay the Fee, where applicable, before the Customer and/ or the Customer's organisers and participants start using the Service.

12.6. Slido may charge interest on overdue amounts or suspend the provision of the Services until all overdue amounts due are fully paid. Interest will be calculated from the due date to the date of payment (both inclusive) at a rate of 4% per annum (prorated on a daily basis), or the highest rate allowed by law, whichever is less.

12.7. The invoices are sent to the Customer solely by e-mail in a non-editable PDF file and considered delivered if not automatically rejected or refused by server.

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12.8. Slido uses PayPal and Braintree, a division of PayPal, Inc. ("Braintree") for online payment processing services. By using PayPal Customer, or Customer's organiser on Customer's behalf agrees to PayPal Terms of service and by using Braintree payment processing services Customer, or Customer's organiser on Customer's behalf agrees to the Braintree Terms of service.

12.9. Slido does not store any payment card information.

MISCELLANEOUS

13. Term, changes and termination

13.1. The period of this Agreement will commence on the Effective Date.

13.2. The free Service continues until terminated, while the paid Service has a term according to the purchased plan that may expire or be terminated. The Agreement remain effective until the Service under the Agreement has expired or been terminated.

13.3. Slido may terminate the Service immediately in the following circumstances:
   a) Customer breaches a material provision of this Agreement and the breach is not remediable;
   b) Customer fails to pay undisputed amounts due;
   c) Customer does not remedy any remediable breach of a material provision of this Agreement within 14 days' of receiving a written notice from Slido specifying the breach and requiring its remedy;
   d) Any regulatory decision or governmental order requiring Slido to suspend Services or which is reasonably likely to result in the loss of Slido's operating authority; or
   e) In an event of bankruptcy or other cause preventing Slido from providing the Service.

13.4. Customer may terminate the Service immediately in the following circumstances:
   a) Slido breaches a material provision of this Agreement;
   b) Slido does not remedy any remediable breach of a material provision of this Agreement within 14 days' of receiving a written notice from Slido specifying the breach and requiring its remedy.

13.5. Customer may terminate the free Service immediately without cause by deleting their accounts.

13.6. Either party may terminate the relationship without cause in writing with a one-month notice period (the notice period commences on the first calendar day of the month following the calendar month in which the notice of termination was delivered to the other party).

14. Notices

14.1. Notices to Slido shall be sent by email to legal@slido.com, or to an address that Slido has specified for the purposes of this section. Unless Customer provides a separate address for notices, Customer hereby agrees that the email address Customer's organiser provides to Slido may be used for the purposes of sending notices to Customer or Customer's organiser.

14.2. Notices under this section shall be effective upon delivery if not automatically rejected or refused by a server.

15. Entire agreement and severance

15.1. The Agreement and an invoice, where an invoice is issued, shall constitute the entire agreement between Slido and Customer with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written agreements, proposals, negotiations, representations, commitments and other communications between Slido and the Customer, including but not

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limited to any fixed terms and conditions on any purchase orders or vendor registration forms. All prior negotiations between Slido and the Customer regarding the subject matter described herein have been merged into the Agreement and there are no understandings, representations, or terms, oral or written, express or implied, regarding the subject matter described herein other than those set forth herein.

15.2. If any provision of this Agreement is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement.

16. Assignment

16.1. Neither Slido nor the Customer may assign this Agreement or any rights or obligations mentioned herein without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. However, either Slido or the Customer may assign this Agreement without the consent of the other party provided such assignment fulfils the following criteria:

   a) it is to a parent, successor in interest or an affiliate (meaning any entity with respect to which the party owns or controls, directly or indirectly, greater than fifty percent (>50%) of the outstanding voting securities, but only so long as the entity meets such requirements);

   b) the assigning party provides written notice of such assignment to the other party; and

   c) the party assuming obligations hereunder agrees to do so in writing and has adequate resources to meet its obligations hereunder.

16.2. Any attempted assignment not in accordance with this clause shall be null and void.

16.3. This Agreement and any amendment hereto shall be binding on Slido, the Customer, their successors, assigns or other transferees for the benefit of the other party and their successors and assigns.

17. Third party rights

17.1. Except as expressly provided otherwise, Slido or the Customer do not intend any term of this Agreement to be enforceable by any third parties. Slido and the Customer do not require the consent of any third party to terminate, rescind or to agree any variation, waiver or settlement in relation to it.

18. No waiver

18.1. Unless Slido or the Customer expressly waives its rights in writing no delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

19. Force majeure

19.1. Neither Slido nor the Customer shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party.

20. Relationship between the Parties

20.1. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between Slido and the Customer other than the contractual relationship expressly provided for in this Agreement.

21. Survivability

21.1. All sections of this Agreement relating to User obligations, confidentiality, intellectual property, disclaimers, limitation of liability, dispute resolution, and compliance with laws shall survive expiration or termination of the Service provision.

22. Dispute resolution, jurisdiction and governing law

22.1. Where there is a dispute the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the parties with authority to settle the relevant dispute.

22.2. If the dispute cannot be settled amicably within 60 days from the date on which either party has served written notice on the other of the dispute then the remaining provisions of this Clause 22 shall apply.

22.3. The parties shall irrevocably submit to the exclusive jurisdiction of the English courts for the purposes of hearing and determining any dispute arising out of this Agreement, if the parties cannot resolve such dispute by the procedure set out above.

22.4. This Agreement and all matters arising from it and any dispute resolutions referred to above shall be governed by and construed in accordance with English law notwithstanding the conflict of law provisions and other mandatory legal provisions.

22.5. Clauses 22.1. and 22.2. do not affect either party's right to seek urgent interlocutory and/or injunctive relief.

AGREED by the parties

SIGNED BY AUTHORISED SIGNATORY:

DocuSigned by:

Igor Fratric

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FOR AND ON BEHALF OF: sli.do s. r. o., Heyrovskeho 10, 841 03 Bratislava, Slovakia

ON:

August 7, 2018

and

SIGNED BY AUTHORISED SIGNATORY:

DocuSigned by:

CB1399659FAB42B...

303 Second Street, North Tower, 8th Floor, San

FOR AND ON BEHALF OF: AppDynamics LLC   Francisco, CA 94107

ON:

August 7, 2018

<u>**Schedule 1**</u>
<u>Data Protection</u>
DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the Terms of Service available at https://www.sli.do/terms or any other written or electronic agreement for the purchase of the Slido Service (including associated offline or mobile components) as identified in such agreement ("**Principal Agreement**") between: (i) sli.do s.r.o., Heyrovskeho 10, 841 03 Bratislava, Slovakia (European Union) **("Slido")**; and the entity listed in the signature block below ("**Customer**"). Slido and Customer are each a "Party" and collectively, the "Parties".

Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that:

The terms and conditions set out below shall be added as an Addendum to the Principal Agreement.

Except where the context requires otherwise, references in this DPA to the Principal Agreement are to the Principal Agreement as amended by, and including, this DPA.

HOW TO EXECUTE THIS DPA

This DPA consists of:

- the main body of the DPA,
- Annex 1 – Details of Processing,
- Annex 2 – Standard Contractual Clauses (consisting itself of 3 parts – the main body, Annex 1 to Standard Contractual Clauses and Annex 2 to Standard Contractual Clauses).

To complete this DPA, Customer must:

- complete the information in the signature box and sign on page 7 (main body of the DPA),
- complete the information as the data exporter on pages 10, 17, 18 and 19 and/ or sign where prompted

After completing the information and signing, Customer must send the DPA to Slido via email to legal@slido.com. Slido will then countersign and send a fully executed copy to the Customer.

DEFINITIONS AND INTERPRETATION

In this DPA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

"**GDPR**" means EU General Data Protection Regulation 2016/679;

The terms, "**Commission**", "**Controller**", "**Processor**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly;

"**Customer Personal Data**" means any Personal Data Processed by a Processor on behalf of the Customer pursuant to or in connection with the Principal Agreement and this DPA;

"**Standard Contractual Clauses**" means the contractual clauses pursuant to European Commission's Decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection as set out in Annex 2, amended as indicated (in square brackets and italics) in that Annex;

"**Subprocessor**" means any person appointed by or on behalf of Slido to Process Personal Data on behalf of any Customer in connection with the Principal Agreement and this DPA;

'**Appropriate Safeguards**' means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under the applicable data protection laws from time to time, especially but not limited to Art 46 GDPR.

The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement.

1. **PROCESSING OF CUSTOMER PERSONAL DATA**
   1.1. **Role of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Slido is the Processor and that Slido will engage Subprocessors pursuant to the requirements set out in Clause 4 Subprocessors below.
   1.2. **Customer's Processing of Personal Data.** Customer shall, in its use of the Services and instructions to Slido:
   a) comply with all applicable data protection laws in the Processing of Customer Personal Data; and
   b) have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Customer acquired Personal Data.
   1.3. **Slido's Processing of Personal Data.** Slido shall:
   a) comply with all applicable data protection laws in the Processing of Customer Personal Data; and
   b) treat Customer Personal Data as Confidential Information; and

c) not Process Customer Personal Data other than on the relevant Customer's documented instructions unless Processing is required by applicable laws to which the relevant Processor is subject, in which case Slido shall to the extent permitted by applicable laws inform the relevant Customer of that legal requirement before the relevant Processing of that Personal Data.

1.4. **Processing Instructions.** Customer instructs Slido and authorises Slido to Process Customer Personal Data; and in particular, transfer Customer Personal Data to any country, territory or an international organisation, as reasonably necessary:

a) for the provision of the Services and consistent with the Principal Agreement and this DPA;

b) to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the Principal Agreement and this DPA;

c) for the Processing initiated by Customer or Customer's Users in their use of the Services.

1.5. **Details of the Processing.** Annex 1 to this DPA sets out certain information regarding the Processors' Processing of the Customer Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other applicable data protection laws).

2. DATA SUBJECT RIGHTS

2.1. **Data Subject Request.** Slido shall, to the extent legally permitted, promptly notify Customer if Slido receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("**Data Subject Request**").

2.2. **Slido Assistance.** Taking into account the nature of the Processing, Slido shall assist each Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the applicable data protection laws particularly as laid down in Chapter III of the GDPR. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Slido shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Slido is legally permitted to do so and the response to such Data Subject Request is required under applicable data protection laws. In any event, Slido shall not be liable for Customer's failure to address Data Subject Requests.

3. SLIDO PERSONNEL

3.1. **Confidentiality**. Slido shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Slido shall ensure that confidentiality obligations regarding Personal Data survive the termination of the personnel engagement.

3.2. **Reliability**. Slido shall take commercially reasonable steps to ensure the reliability of any Slido personnel who may have access to the Customer Personal Data.

3.3. **Limitation of access**. Slido shall ensure in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Principal Agreement and this DPA, and to comply with applicable laws in the context of that individual's duties to Slido.

4. SUBPROCESSING

4.1. **Appointment**. Customer authorises Slido (and permit each Subprocessor appointed in accordance with this Clause 4 to appoint) Subprocessors in connection with the Services and in accordance with this Clause 4.

4.2. **Current Subprocessors**. Slido shall make available to Customer the current list of Subprocessors for the Services, including the identities of those Subprocessors and their country of location at https://www.sli.do/terms. Slido may continue to use those Subprocessors already engaged by Slido as at the date of this DPA, subject to Slido in each case as soon as practicable meeting the obligations set out in this Clause 4.

4.3. **New Subprocessors**. Slido shall give Customer prior written notice of the appointment of any new Subprocessor, including details of the Processing to be undertaken by the Subprocessor. If, within 10 calendar days of receipt of that notice, Customer notifies Slido in writing of any objections to the proposed appointment based on reasonable grounds relating to data protection: Slido shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor. Where such a change cannot be made within 30 calendar days from Slido's receipt of Customer's notice, notwithstanding anything in the Principal Agreement, Customer may by written notice to Slido with immediate effect terminate the Principal Agreement to the extent that it relates to the Services which require the use of the proposed Subprocessor. Such termination is without prejudice to any fees incurred by Customer prior to the termination.

4.4. Any change or addition of a Subprocessor shall be effective after the period for the right of objections as described in Clause 4.3. runs out. No Subprocessor will be engaged until then.

4.5. With respect to each Subprocessor, Slido shall:

    a) carry out adequate due diligence before the Subprocessor first Processes Customer Personal Data to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by the GDPR, Principal Agreement and this DPA;

    b) ensure that the arrangement between on the one hand Slido or the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this DPA and meet the requirements of article 28(3) of the GDPR;

4.6. **Liability**. Slido shall be liable for the acts and omissions of its Subprocessors to the same extent Slido would be liable if performing the services of each Subprocessor directly under the terms of this DPA.

5. SECURITY

5.1. **Slido obligations.** 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, Slido shall, at its cost and expense, in relation to Customer Personal Data implement appropriate technical and organizational measures in accordance with the Slido Security Standards available at https://www.sli.do/security-standards to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in the applicable data protection laws, especially Article 32 of the GDPR. In assessing the appropriate level of security, Slido shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5.2. These measures should entail physical, logical and data access control as well as data transfer, instruction, entry, availability and separation control.

5.3. **Customer obligations**. Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer Personal Data when in transit to and from the Services.

6. PERSONAL DATA BREACH

6.1. Slido shall notify Customer without undue delay, and no later than 48 hours, upon Slido becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow each Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable data protection laws.

6.2. Slido shall co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

6.3. Slido shall promptly resolve as far as possible, at its own cost and expense, all data protection and security issues discovered by Customer and reported to Slido that reveal a breach or potential breach by Slido of its obligations under this DPA.

6.4. If Slido is in breach of its obligations under this DPA, Customer may suspend the transfer of Customer Personal Data to Slido until the breach is remedied.

6.5. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

7. ASSISTANCE, INFORMATION, RECORDS AND AUDIT

7.1. Slido shall assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available.

7.2. Slido contracts with respected external security firms who perform regular audits of the Slido Services to verify that our security practices are sound and to monitor Slido services for any new vulnerabilities discovered by security research community. The most recent report from the audit is available upon Customer request once the Customer enters into a non-disclosure agreement with Slido.

7.3. Slido shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the GDPR and upon reasonable notice by Customer and at Customer's expense allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer. Before the commencement of any such on-site audit, Customer and Slido shall mutually agree upon the scope, timing, and duration of the audit, in addition to a reasonable reimbursement rate. Customer shall promptly notify Slido with information regarding any noncompliance discovered during the course of an audit in order to allow Slido to deal with it promptly.

8. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

8.1. Slido shall, at Customer's request, return all originals, copies, reproductions and summaries of Customer's Personal Data, or at Customer's option, certify deletion of the same in accordance with Slido's security and/ or disaster recovery procedures unless Union or Member State law requires storage of the personal data.

9. LIMITATION OF LIABILITY

9.1. Each Party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability is subject to the limitation of liability clauses of the Principal Agreement.

10. TRANSFER MECHANISMS

10.1. In the absence of an adequacy decision, Customer Personal Data may only be transferred to a third country outside the EEA or to an international organisation where there are Appropriate Safeguards – e.g. pursuant to the Standard Contractual Clauses as issued by the relevant authorities and attached as Annex 2, including equivalent obligations on the Subprocessor in respect of Customer Personal Data as apply to Slido under this DPA.

GENERAL TERMS

11. Term

11.1. The term of this DPA shall correspond to the term of the Principal Agreement.

12. Validity and Effective Date

12.1. This DPA is entered into and valid from the date of the last signature and effective from 25th May 2018.

13. Authority and Third Parties

13.1. Parties warrant and represent that they have full power and authority to enter into and perform their respective obligations under the DPA.

13.2. No one other than a Party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

14. Governing Law and Jurisdiction

14.1. Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses: the parties to this DPA hereby submit to the jurisdiction of Slovak courts with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the Slovak Republic notwithstanding the conflict of law provisions and other mandatory legal provisions.

15. Order Of Precedence

15.1. The parties agree that DPA shall replace any existing DPA the parties may have previously entered into in connection with the Services.

15.2. Nothing in this DPA reduces Slido's obligations under the Principal Agreement in relation to the protection of Personal Data or permits Slido to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

15.3. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Principal Agreement and
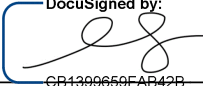
including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this DPA shall prevail.
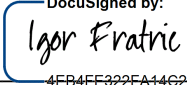
16. Severance

16.1. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Principal Agreement.

[Customer]

Signature _____

Name Elise Leung

Title General Counsel

Date Signed August 7, 2018

[Slido]

Signature _____

Name **Igor Fratric**

Title **CFO**

Date Signed August 7, 2018

ANNEX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

Subject matter: The subject matter of the data Processing under this DPA is the Customer Personal Data.

Duration: As between Slido and Customer, the duration of Customer Personal Data Processing under this DPA is until the termination of the Principal Agreement in accordance with its terms.

The nature and purpose of the Processing of Customer Personal Data

Nature: Slido provides a software as a service solution through a cloud based platform that enables real-time active engagement of participants at meetings, trainings, workshops or events organised by organisers as described in the Principal Agreement.

Purpose: The purpose of the Customer Personal Data Processing under this DPA is:

a) **to allow Slido to provide the Services to the Customer consistently with the Principal Agreement or this DPA,**
b) **to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the Principal Agreement and this DPA or to process requests initiated by Customer or Customer's Users in their use of the Services;**
c) **for Slido legitimate business purposes - Customer acknowledges that Slido shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing;**
d) **to comply with any legal obligation.**

The categories of Data Subject to whom the Customer Personal Data relates

Any User of the Service as defined in the Principal Agreement.

The types of Customer Personal Data to be Processed

Any Customer Personal Information contained in Customer Data as defined in the Principal Agreement and this DPA:

Data submitted by the Customer, Customer's organizer / participant:

- **First and last name – voluntary for participant (unless SSO set up)**

- **Business contact information (company, email, phone, physical business address) – voluntary for Participant (unless SSO set up)**

- **Billing details if payment by invoice**

Technical data collected automatically:

- **Slido HTTP Cookie**

- **Technical information / Connection data (date, time, x-edge-location, sc-bytes, c-ip, cs-method, cs(Host), cs-uri-stem, sc-status, cs(Referer), cs(User-Agent), cs-uri-query, cs(Cookie), x-edge-result-type, x-edge-request-id, x-host-header, cs-protocol, cs-bytes, time-taken, x-forwarded-for, ssl-protocol, ssl-cipher, x-edge-response-result-type, cs-protocol-version)**

Special categories of data

Customer, Customer's organisers and/ or participants may submit Personal Data to Slido through the Services, the extent of which is determined and controlled by Customer.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Principal Agreement and this DPA.

ANNEX 2: STANDARD CONTRACTUAL CLAUSES

[*These Clauses are deemed to be amended from time to time, to the extent that they relate to a Restricted Transfer which is subject to the Applicable data protection laws of a given country or territory, to reflect (to the extent possible without material uncertainty as to the result) any change (including any replacement) made in accordance with those Applicable data protection laws (i) by the Commission to or of the equivalent contractual clauses approved by the Commission under EU Directive 95/46/EC or the GDPR (in the case of the Applicable data protection laws of the European Union or a Member State); or (ii) by an equivalent competent authority to or of any equivalent contractual clauses approved by it or by another competent authority under another Data Protection Law (otherwise).*]

[*If these Clauses are not governed by the law of a Member State, the terms "Member State" and "State" are replaced, throughout, by the word "jurisdiction".*]

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection [*This opening recital is deleted if these Clauses are not governed by the law of a member state of the EEA.*]

[*The gaps below are populated with details of the relevant Customer:*]

Name of the data exporting organisation:

Address:

Tel.: 415-442-8400 ; fax: _____; e-mail: legal@appdynamics.com

Other information needed to identify the organisation

AppDynamics LLC   303 Second Street, North Tower, 8th Floor, San Francisco, CA 94107
....
(the data **exporter**)

And

Name of the data importing organisation:

Address: sli.do s. r. o., Heyrovskeho 10, 841 03 Bratislava, Slovakia (European Union)

Tel.: +421 2 33 057 224, fax: N/A; e-mail: legal@slido.com

Other information needed to identify the organisation:

N/A

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex 1.

Background

The data exporter has entered into a data processing DPA ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; [*If these Clauses are governed by a law which extends the protection of applicable data protection laws to corporate persons, the words "except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data" are added.*]

(b)   '*the data exporter*' means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC; [*If these Clauses are not governed by the law of a Member State, the words "and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC" are deleted.*]

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Annex 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including t the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)　　that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Annex 2 to this contract;

(d)　　that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)　　that it will ensure compliance with the security measures;

(f)　　that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC; [*If these Clauses are not governed by the law of a Member State, the words "within the meaning of Directive 95/46/EC" are deleted.*]

(g)　　to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)　　to make available to the data subjects upon request a copy of the Clauses, with the exception of Annex 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)　　that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)　　that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)　　to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)　　that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Annex 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the

data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

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

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

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

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.   The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1.   The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.
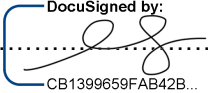
On behalf of the data exporter:

[*Populated with details of, and deemed signed on behalf of, the data exporter:*]

Name (written out in full): Elise Leung

Position: General Counsel

Address: 303 Second Street, North Tower, 8th Floor, San Francisco, CA 94107

Other information necessary in order for the contract to be binding (if any):

Signature…………………………………………………
CB1399659FAB42B…

On behalf of the data importer:

Name (written out in full): Igor Fratric

Position: CFO

Address: Heyrovskeho 10, 841 03 Bratislava, Slovakia (European Union)

Other information necessary in order for the contract to be binding (if any): N/A

Signature………………………………………………
4EB4FE322FA14C2…

Annex 1 to the Standard Contractual Clauses

This Annex forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Annex

Data exporter

The data exporter is:

[TO BE COMPLETED]
 AppDynamics LLC

 an application performance company

Data importer

The data importer is: sli.do s.r.o., an audience interaction tool

Data subjects

The personal data transferred concern the following categories of data subjects:

Please refer to Annex 1

Categories of data

The personal data transferred concern the following categories of data:

Please refer to Annex 1

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

Whatever special categories of data Customer or Customer's Users upload while using the Service. No special categories of data need to be uploaded in order to use the Service.
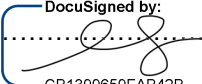
Processing operations

The personal data transferred will be subject to the following basic processing activities:

Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
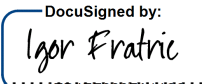
DATA EXPORTER

[*Populated with details of, and deemed to be signed on behalf of, the data exporter:*]

Name:..Elise Leung...............................

Authorised Signature ....~~~~~~.....

CB1399659FAB42B...

DATA IMPORTER

Name: Igor Fratric

Authorised Signature ....*Igor Fratric*....

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<u>Annex 2 to the Standard Contractual Clauses</u>

This Annex forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

https://www.sli.do/security