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Order Number: 2019- 2134

Date: 10/31/2019

Quote Expiration Date: 12/30/2019

Client	
AppDynamics LLC	Email: joseph.kim@appdynamics.com
Joseph Kim	Phone Number: 1 415.442.8400
303 Second Street, North Tower, 8th Floor, San Francisco, CA 94107	
Docebo NA Inc.	
600 N Thomas St Suite A Athens, GA 30601, USA	Email: muzz.salim@docebo.com
Sales Rep: Muzz Salim	Phone: 9058703680

General Contract Information	
Contract Start Date: 12/31/2019	Contract End Date: 12/30/2020
Subscription Term: 1 Year	Currency: USD
Type: New Business	

1) Software Services

Name	List Price	Discount	Annual Subscription Fee
1,500 Active Users Plan User Plan: up to 1,500 active users Support and Maintenance type: Gold • Enterprise LMS instance • Global hosting & CDN via Amazon • 24/7 unlimited support via online ticketing system • Dedicated Customer Success Specialist • Software new releases, updates and upgrades • Multiple daily backups • Unlimited courses and registered users • Unlimited cloud storage & bandwidth Extra User(s): $5.90/ overage user/ month Uptime: 99.9 %	$56,800.00	30%	$39,760.00
Salesforce.com App Integrates Docebo with Salesforce.com by receiving users, contacts, and accounts, and by passing course completion data, sales orders and product catalog items back to Salesforce.	$10,000.00	30%	$7,000.00
Sandbox Environment Ongoing sandbox for testing & previewing configurations within a fully functional Docebo environment. • Up to 50 unique logins per month • Ability to preview upcoming Docebo releases prior to release date	$5,000.00	30%	$3,500.00
Multi-domain App (up to 5) This app allows the following: set-up of multiple portals, assign different secure URLs, allow the user base to access the system via multiple authentication modalities (manual login or SAML, OKTA, ADFS), utilize multiple secure payment gateways for eCommerce, and implement unique branding policies, including white-labeling for each domain.	$5,000.00	30%	$3,500.00

Total Annual Subscription Fee   **$53,760.00**

The Client may choose to extend their current One Year Term to a Three Year Term at the rates provided under this Order during the Subscription Term, the extension must take place before the Contract End Date. The fee rates shall only apply for the duration of the Subscription Term Coach and Share may be added at a later date if you choose. Investment for the feature would be $19,040/annually and the discount would be the same as the order form.

2) Professional Services

Name	List Price	Discount	Total Fee
Gold LaunchPack LaunchPack ensures a smooth implementation and successful ongoing use of the Docebo Enterprise Cloud LMS. This package includes: • **Implementation Management:** Led by a designated solution deployment manager, who guides administrators through the necessary milestones to ensure a successful and timely Go-Live. • **Administrator Training:** Remote training for LMS administrators. Includes training and configuration support. A custom training agenda is defined after project kick-off and discovery call between LMS administrator(s) and the Docebo trainer.	$12,000.00	0%	$12,000.00

Total Services Fee   **$12,000.00**

3) Maintenance and Helpdesk Support

Name	List Price	Discount	Total Annual Fee
Enterprise Helpdesk See related MSSA, Schedule A.	$0.00	0%	$0.00

Total Annual Fee   **$0.00**

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4) Annual Fees

Year	Term	Total*	Invoice Issue Date	Payment Terms
1	12/31/2019 - 12/30/2020	$53,760.00	Upon Signature	Net 60
1	12/31/2019 - 12/30/2020	$12,000.00	Upon Signature	Net 60

*plus applicable taxes

REQUIRED - Purchase Order/ Tax Number

s a Purchase Order (PO) required for the purchase or payment of the fees outlined in this Order Form?

Please Select PO:

If yes, please complete the following

Purchase Order Number: TBD

REQUIRED - Billing Contact
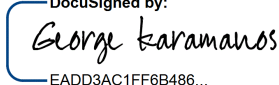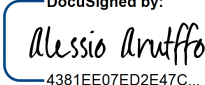
Billing Contact: Accounts Payable

Phone:

Email: accountspayable@appdynamics.com

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

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5) Terms and Conditions

Agreed MSSA to be made part of this agreement when completed.

AppDynamics LLC	Docebo NA Inc.
Signature: DocuSigned by: *George Karamanos* EADD3AC1FF6B486...	**Signature:** DocuSigned by: *Alessio Artuffo* 4381EE07ED2E47C...
Name: George Karamanos	**Name:** Alessio Artuffo
Title: General Counsel	**Title:** Chief Revenue Officer
Date: December 31, 2019	**Date:** December 31, 2019
(I have the authority to bind the Customer)	

Docebo Client Master Software As A Service Agreement Terms and Conditions

1.0 **GENERAL**. The following terms and conditions ("Terms and Conditions") comprise part of and are incorporated into the Client Master SaaS Agreement (the "Agreement"), including all Schedules, if any, and Orders. In the event of a conflict between these Terms and Conditions, any Schedule, or any Order, these Terms and Conditions will control, unless the Schedule or Order expressly states that the Schedule or Order shall supersede the applicable provision of these Terms and Conditions. In the event of a conflict between any Schedule and any Order, the Schedule will control, unless the Order expressly states that the Order shall supersede the applicable provision of the Schedule.

2.0 **DEFINITIONS**. As used in this Agreement, and in addition to any other defined terms, the capitalized terms used herein are defined in the Definitions at the end of these Terms and Conditions.

3.0 **SERVICES**.

3.1 **General**. All Services will be provided to AppDynamics LLC ("Company") according to these Terms and Conditions by and between AppDynamics LLC and Docebo and any applicable Schedules and Orders.

3.2 **Software Services**. Docebo will provide Company, End Users, and any other users authorized by the Company in accordance with the relevant Order (if any) with remote access to the applicable Docebo Software ("Software Services") that are set forth in one or more Orders. Certain Software Services, and related browser and operating system compatibility, are more specifically described in Schedule A. During the Term and subject to Company's compliance with this Agreement, Docebo grants Company the worldwide, non-exclusive, non-transferable, non-assignable, and limited right and license to allow End Users to remotely access the Docebo Software that is located on the Docebo Server in accordance with the terms of this Agreement. Use of the Software Services may be further limited by the terms and conditions contained in any applicable Schedule or Order.

3.3 **Helpdesk Services**. Docebo will provide customer care and Helpdesk Services to Company as set forth in an Order and as further described in Schedule A ("Helpdesk Services"). Other than Helpdesk Services, Professional Services (as defined in Section 5.2), and other services specifically contracted for by Company, Docebo will have no obligation to provide customer support services to Company under the Agreement.

3.4 **Maintenance**. Company acknowledges that certain maintenance activities regarding the Services may be necessary or appropriate from time to time, including bug fixes, software updates, feature updates, and the addition of new applications and new modules. In most instances, the Docebo infrastructure is designed to support updates by the Docebo engineering and support teams without the need to interrupt the Software Services. Where such maintenance activities are not reasonably anticipated to materially impact Company's use of the Service, Docebo will have no obligation to provide notice to Company regarding such maintenance activities, although Docebo generally does so, in the ordinary course, at least 24 hours in advance of the same. If Docebo reasonably determines that maintenance activities will require an unavailability or outage of the Services in excess of ten (10) consecutive minutes, Docebo will give Company advance notice of at least five (5) business days. Docebo will use commercially reasonable efforts to perform routine scheduled maintenance during non-business hours.

3.5 **Additional Services**. Through the Services, Company may have the ability to purchase: (i) online courses; (ii) customized educational products; (iii) Docebo Apps; (iv) customized software ("Customized

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Software"); and (v) additional modules (collectively, the "Additional Services"). The delivery of and fees for the Additional Services will be as set forth in the applicable Order(s). Company must have an active subscription to the Software Services in order to access the Additional Services.

3.6   Third-Party Content. (a) As provided herein, certain portions of the Services and certain Materials, including certain online courses and educational products, may be provided or owned by third-parties ("Third-Party Content"). Company understands that Docebo is not a publisher of any Third-Party Content accessed through the Services and, unless the same is required by Docebo for usage in connection with the Services, is not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Services. Company further acknowledges and agrees that, unless the same is required by Docebo for usage in connection with the Services, it is solely responsible for accessing, entering into and complying with any terms and conditions governing such Third-Party Content.

(b) In connection with delivery of the Services, Docebo may, through its marketplace integrations features, provide Company with suggested Third-Party Content, which is independently developed for use in connection with the Software Services. In the event that Company purchases any Third-Party Content in connection therewith, it can be imported into the Software Services by linking such Company's third-party account to the Software Services. Company acknowledges and agrees that Docebo does not develop and does not control any third-party provider or Third-Party Content accessed in such a manner, and the availability of the same should not be considered an endorsement of such sites or any Materials, products or information offered on such sites, *unless* Docebo has expressly endorsed the same. Further, the ability to import any such Third-Party Content into the Software Services does not guarantee that the same will function error free or for Company's intended purposes, and no representations or warranties regarding the same are made by Docebo.

Further, in addition to Third-Party Content selected and imported by Company pursuant to Docebo's marketplace integrations feature described above, Company and End Users may upload Third-Party Content into the Software Services. Company acknowledges and agrees that Docebo does not develop and does not control any Materials, services, or products (including software) that Company or any End User uploads into the Software Services and accesses, downloads, receives or purchases through or relating to Third-Party Content while using the Services.

(c) Docebo may, but does not have any obligation to, block information, transmissions or access to certain information, services, products or domains—including Third-Party Content—if the same is deemed reasonably necessary to protect the Services, Docebo's network, the public or Docebo's customers or users.

3.7   Professional Services. Docebo will provide the consulting, implementation, training, integration, enhancement, configuration and other services that are identified on Schedule B and on any Order (collectively, "Professional Services"). If Company requests, Docebo may provide additional Professional Services to Company pursuant to the terms of one or more written Statements of Work (each a "SOW"), which will either be attached to and become part of the Agreement or incorporated into an Order Form as part of the Agreement. Each SOW will include (i) a description of the Professional Services; (ii) the then estimated completion dates; (iii) the fees, costs, and expenses payable to Docebo; (iv) the payment schedule; and (v) a signature by Company and Docebo's respective authorized representatives. In the event that Docebo and Company agree that Docebo will provide certain Professional Services on-site, Company will provide to Docebo copies of all applicable onsite safety policies and procedures, which will be acknowledged by Docebo in writing, prior to the commencement of any onsite Professional Services, and Docebo will agree to abide by the same. Company will provide to Docebo's assigned representative written confirmation of receipt and acceptance of the Professional Services rendered upon completion of the project in accordance with the applicable SOW. Upon completion of the project in accordance with the applicable SOW, all Professional Services will be deemed delivered, and Docebo will not be obligated to deliver further services. In the event

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that any payment by Company to Docebo is more than thirty (30) days past due (and not in reasonable dispute) in connection with Professional Services, Docebo will have the option to cease providing any and all Services under the relevant SOW until such past due payment is received. Docebo warrants that the Professional Services provided hereunder will be performed in a professional manner and in accordance with generally accepted industry practices (the "Professional Services Warranty"). Company must notify Docebo promptly (and, in any event, within ten (10) days) of the discovery of any breach of the Professional Services Warranty. In the event of a breach by Docebo of the foregoing Professional Services Warranty, Docebo shall re-perform the relevant Professional Services at Docebo's expense, or, if Docebo will not or cannot do the same, then it shall issue a refund for all affected Professional Services which have failed to meet the Professional Services Warranty. Except for the foregoing limited Professional Services Warranty, all other warranties, and representations, express or implied, with respect to the Professional Services, are limited by Section 8.0.

4.0   OWNERSHIP RIGHTS.

4.1   For Docebo. All title, ownership rights, and Intellectual Property Rights in and to the Docebo Software, Additional Services, Professional Services, and all Docebo Marks (and all Derivative Works and copies thereof) are and will remain owned by Docebo. Company acknowledges that the Docebo Software in source code form remains Proprietary Information of Docebo and that the source code is not licensed to Company by this Agreement or any Schedule or Order and will not be provided by Docebo.

4.2   For Company. All title, ownership rights, and Intellectual Property in Materials that Company owns, and that Company uploads to Docebo Software, will remain owned by Company.

5.0   FEES AND PAYMENT TERMS.

5.1   Fees. Fees payable under this Agreement and any Order or Schedule shall be in the amounts and payable on the terms set forth on the applicable Schedule or Order and as otherwise set forth in Section 5.2 below. Except as otherwise may be set forth in an Order or Schedule, all payments for fees shall be due within sixty (60) days from receipt by Company of an invoice for the same. An updated version of the price list will be made available to Company by Docebo prior to any renewal. All fees paid, and expenses reimbursed under this Agreement will be in the currency specified in an Order. Except as otherwise specified in the Order Form, payment must be done by wire transfer. If requested, Docebo will consider check and ACH as additional valid payment methods.

5.2   Active Users. Unless otherwise set forth in an Order, the fees for accessing the Software Services and any online courses are determined based on the number of Active Users in any billing period; and Active User limitations may vary across multiple Service modules and offerings of Docebo, if applicable. Unless otherwise set forth in an Order, the billing periods for measuring Active Users will be the one-month periods beginning on the Effective Date and on each one-month anniversary of the Effective Date thereafter, continuing through the end of the Initial Term or Renewal Term, as applicable. Fees for additional Active Users in excess of the authorized number of Active Users set forth in the Order in each billing period (each, an "Extra User") will be invoiced to Company in arrears in the amount specified in the Order. Docebo reserves the right, by notice and use of appropriate and reasonable measures, to audit the number of Active Users during any active billing period, to determine Company's compliance with Active User limitations, across one or more modules or offerings and Company will provide all reasonable assistance to Docebo in any exercise of such rights.

5.3   Expenses. For any Professional Services provided by Docebo, Company shall reimburse Docebo for actual, reasonable travel, living, and other incidental expenses incurred; *provided, however*, that all such

reimbursements shall be made only in accordance with Company's Reimbursement Policy as set forth in Exhibit C (Reimbursement Policy).

5.4 **Late Fees**. Company will pay a late fee of up to one-half percent (0.5%) per month (not to exceed the maximum allowed under applicable State law) on all balances not paid when due for undisputed invoices only. Docebo may, after notice and a reasonable opportunity to cure, at its option, suspend the Services, in whole or in part, if Docebo does not receive all undisputed amounts due and owing under this Agreement when due.

5.5 **Taxes**. The fees and expenses due to Docebo as set forth in this Agreement shall be paid free and clear of any deduction or withholding on account of taxes. Company shall be responsible for all sales, use, value-added, ad valorem or other taxes (including fees, tariffs, levies, duties or charges in the nature of a tax) imposed by any governmental entity upon the sale, use or receipt of the Software Services (other than taxes based solely on Docebo's income). If and when Docebo has the legal obligation to collect such taxes, Docebo will invoice Company the amount of such taxes, and Company will pay such amount unless Company provides Docebo with a valid tax exemption certificate authorized by the appropriate taxing authority. Company will provide Docebo with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Docebo to establish that such taxes have been paid. The parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible. For tax purposes, Company represents and warrants to Docebo that the Software Services will be considered by the parties as delivered in the locations specified in the Order, or Company's principal business address, if not otherwise specified in the Order.

5.6 **No Deductions or Setoffs**. All amounts payable to Docebo under this Agreement shall be paid by Company in full, and without any setoff, recoupment, counterclaim, deduction, debit or withholding, for any reason (other than any deduction or withholding of tax, as may be required by applicable law).

6.0 **COMPANY OBLIGATIONS**.

6.1 **Technical Requirements**. In accordance with the requirements set forth on Schedule A, Company must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment, any Company Software, and Internet access is solely Company's responsibility, except as otherwise expressly provided in an Order. Docebo neither represents nor warrants that the Docebo Software will be accessible through *all* web browser releases or all versions of tablets, smartphones, or other computing devices, except as expressly set forth on Schedule A.

6.2 **Use of Website and Services**. Company shall not and shall not knowingly permit others in using the Docebo website, Docebo Software or Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Docebo; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortious, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that constitutes a criminal offense; (iv) misrepresent or in any other way falsely identify Company's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (v) knowingly transmit or upload any material through the Software Services containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Docebo's, or any other person's or entity's, network, computer system, or

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other equipment; (vi) interfere with or disrupt the Software Services, networks or servers connected to the Docebo systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Software Services; (vii) attempt to gain unauthorized access to the Software Services, other Docebo customers' computer systems or networks using the Software Services through any means; (viii) copy, modify or create derivative works or improvements of the Services or Docebo Software; (ix) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Docebo Software, in whole or in part; (x) bypass or breach any security device or protection used by the Services or Docebo Software or access or use the Services or Docebo Software other than through the use of then valid access credentials; (xi) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights notices from any Services or Docebo Software; (xii) access or use the Services or Docebo Software for purposes of competitive analysis of the Services or Docebo Software, the development, provision or use of a competing software service or product or any other purpose that is to Docebo's detriment or commercial disadvantage; or (xiii) interfere with another party's use of the Software Services. Docebo has no obligation to monitor Company's use of the Docebo Software and Software Services; *however*, Docebo reserves the right, at all times, to monitor such use, and to review, retain and disclose any information as necessary to ensure compliance with the terms of this Agreement, and to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

6.3 **Account Activation**. Docebo will provide Company with a Docebo account in order to use the Services. Company may then choose an account name for its web space (e.g., myname.docebosaas.com) that is not already in use by another customer. Company and End Users are fully responsible for all authorized activities performed on their account. Company agrees that Company and each End User will: (a) provide true, accurate, current and complete information as prompted by the registration form, (b) maintain and promptly update the Registration Data to ensure the information is true, accurate, current and complete, and (c) promptly inform Docebo of any unauthorized use of an account or any other breach of security. Docebo undertakes no obligation to verify the data provided by Company or its End Users.

6.4 **Password Confidentiality**. Each End User that uses the Software Services must choose a password when registering. Company will also be assigned a password or passwords for access to and use of the Software Services. Company acknowledges that once the initial password provided to the Company is changed, Docebo does not retain the technical ability to retrieve such passwords. Company is fully responsible for all authorized activities that occur using Company and End User passwords. Company acknowledges and agrees that Docebo shall not be liable for any loss that Company or any End User may incur as a result of someone else using a password that has been assigned to or obtained by Company or its End Users, either with or without the knowledge of Company or the applicable End User; nor shall Docebo be liable or responsible for any unauthorized access or misuse of the Software Services by Company or any of its End Users.

6.5 **End Users**. In relation to the End Users, Company undertakes that: (i) it will not allow or knowingly suffer any user subscription to be used by more than one individual End User unless it has been reassigned in its entirety to another individual End User, in which case the prior End User shall no longer have any right to access or use the Services and/or Documentation; (ii) it shall maintain an up to date list of current End Users; (iii) it shall report to Docebo the number of End Users using the Services, where such audit may be conducted no more than once per quarter, at Docebo's expense, and this right shall be exercised with at least seven (7) business days' notice, in such a manner as not to substantially interfere with Company's normal conduct of business; (iii) if any audits reveal that any password has been provided to any individual who is not an authorized End User, then without prejudice to Docebo's other rights, Company shall promptly disable such passwords and Docebo shall not issue any new passwords to any such individual; and (iv) if any audits reveal that Company has underpaid Fees to Docebo, then without prejudice to the Docebo's other rights, Company

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shall pay to Docebo an amount equal to such underpayment within thirty (30) days of the date of the relevant audit.

6.6   Application Programming Interface Provisions. (a) In connection with its use of the Software Services, Company may, in some operating environments, be provided with an 'instance' of the Docebo Software ("Docebo Instance"). The Docebo Instance may be accessible through an Application Program Interface (API) requiring login and API credentials ("Docebo Credentials"). Company expressly understands and agrees that Docebo does not control, track, or monitor the dissemination of any of "Docebo Credentials", and, therefore, any misappropriation of those Docebo Credentials may neither be apparent to nor discoverable by Docebo without notice.

(b)   Docebo provides documentation disclosing certain aspects of its software functionality ("API Software and Protocols"). The API Software and Protocols may allow customers to pull and insert specific data elements into and out of their Docebo instance ("Code Snippet"). Docebo expressly disclaims and shall have no liability with respect to how the API Software and Protocols or Code Snippets are used. Further, unless otherwise specified in an applicable SOW, Docebo takes no ownership interest in or rights to any third-party software code that incorporates the API Software and Protocols or Code Snippets, unless otherwise agreed by the parties upon in writing.

(c)   In order to enable the functionality provided by the API Software and Protocols, a requesting party must serve licensed Docebo Credentials to the Docebo Instance. Company expressly understands that Docebo does not go beyond a customary and reasonable procedures for the verification of proper Docebo Credentials to validate whether or not access or use of a customer's Docebo Instance is authorized. Accordingly, an unauthorized party may use misappropriated, although valid, Docebo Credentials to gain access to and employ the functionality of an otherwise properly licensed Docebo Instance. Once the Docebo Credentials are duly validated by the Docebo Instance, any software code that is written in accordance to Docebo's API Protocols will function with the Docebo Instance as designed. Thus, any unauthorized dissemination and distribution of the Docebo Credentials may lead to an unauthorized use of a Docebo Instance. Unless and to the extent that Docebo's negligent actions or inactions are responsible for the same, Docebo expressly disclaims and shall have no liability to Company or any third party for how the API Software and Protocols or Code Snippets are used, whether authorized or not authorized by Company.

(d)   Docebo allows Company to control, track, and monitor end-users with access to the API credentials. Company expressly understands and acknowledges, therefore, that it is an obligation upon Company to govern all End Users under its license with policies and procedures that conform to an authorized use of their subscribed Docebo Instance.

(e)   Nothing in the foregoing shall be construed as a requirement on Docebo to follow the same API Software and Protocols in the future, and the parties expressly understand that Docebo may change the API Software and Protocols, with or without notice, at any time.

6.7   Compliance with Law. Company will notify Docebo without any undue delay of any discovered unauthorized use of the Software Services or any other breach of security that is known or suspected by Company, provided Company is legally able to give such notice. Docebo may suspend the Services in the event of a violation of Sections 6.2, 6.3, or 6.6, until such violation ceases and Docebo receives reasonable assurances that such violations will not continue. If Docebo believes, in its sole discretion, that the software, computing equipment or network systems owned or controlled by Docebo (collectively, "Docebo Systems") are being currently used for criminal activity, in a manner that violates the legal rights of Docebo, Docebo's

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customers (including Company), any user or other third party, or is experiencing an actual data loss or data misappropriation, or that the continued operation of the Docebo Systems places the Docebo Systems in potential danger of data loss, data breach, or catastrophic failure, then such suspension may occur prior to the giving of such notice to Company.

7.0   NON-DISCLOSURE AND CONFIDENTIALITY.

7.1   Disclosure. Each party may disclose to the other party certain Trade Secrets and Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. For purposes of this Agreement, "Trade Secrets" means information that is a trade secret under law; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential; "Proprietary Information" means Trade Secrets and Confidential Information; the "Disclosing Party" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents**.**

7.2   Requirement of Confidentiality. Recipient agrees to hold the Proprietary Information disclosed by Disclosing Party in confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Disclosing Party to any third party, or utilize the Proprietary Information disclosed by Disclosing Party for any purpose whatsoever other than as expressly contemplated by this Agreement. Company acknowledges that the Docebo Software and Documentation are the Proprietary Information of Docebo. With regard to the Trade Secrets, the obligations in this Section 7.2 shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section 7.2 shall continue for the term of this Agreement and for a period of three (3) years thereafter. The foregoing obligations shall not apply if and to the extent that: (i) Recipient establishes that the information communicated was publicly known at the time of Recipient's receipt or has become publicly known other than by a breach of this Agreement; (ii) prior to disclosure hereunder was already in the Recipient's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to disclosure hereunder is obtained by the Recipient on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the Recipient without any use of any of the Confidential Information as evidenced by appropriate documentation. Notwithstanding anything to the contrary herein, if Recipient is ordered by an administrative agency or other governmental body of competent jurisdiction to disclose the Proprietary Information, then Recipient may disclose the requested Proprietary Information; *provided however*, that, Recipient shall first notify Disclosing Party prior to disclosure, if allowed by law, in order to give Disclosing Party a reasonable opportunity to seek an appropriate protective order or waive compliance with the terms of this Agreement and shall disclose only that part of the Proprietary Information which Recipient is required to disclose.

7.3   Return of Materials. Upon the request of the Disclosing Party, Recipient shall promptly destroy or deliver to the Disclosing Party its Proprietary Information and any notes, extracts or other reproductions in whole or in part relating thereto, without retaining any copy thereof. Notwithstanding the foregoing, Recipient shall be permitted to retain such copies of Proprietary Information as necessary for legal or recordkeeping purposes, including such copies as are embedded in the automated backup of electronic data processing systems'.

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7.4 **Data Use**. Company agrees that data derived by Docebo from Docebo's performance of the Services or input by Company may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules, except that such analysis shall be performed solely by Docebo and such analysis shall be performed only in conjunction with data derived by Docebo from Docebo's performance of services for other customers, input by other Docebo customers or obtained from party data sources. The results of such analysis ("De-identified Data") may be used by Docebo for any lawful purpose, including determining future hardware and communications needs for Docebo systems and determining trends associated with warehouse use, operation, and efficacy. Notwithstanding anything contained in this Agreement to the contrary, De-identified Data shall not contain (i) any Proprietary Information of Company, (ii) any information that identifies or can be reasonably used to identify an individual person, (iii) any information that identifies or can be reasonably used to identify Company or its affiliates, suppliers, or End Users, or (iv) any information that identifies or can be reasonably used to identify any activities or behaviors of Company. Except as otherwise provided herein, Docebo shall only use Company's Proprietary Information to the extent required for the proper delivery of the Services, including as necessary or appropriate to prevent technical problems (e.g., to resolve issues related to technical support).

7.5 **Protection of Company's Proprietary Information**. Docebo agrees to use commercially reasonable efforts to implement administrative, physical and technical safeguards in accordance with industry best practices necessary to ensure the security, confidentiality and integrity of Company Proprietary Information, as more specifically set forth in Schedule A.

7.6 **Processing of Personal Data.** To the extent that Docebo processes personal data (as that term is defined in Docebo's Data Processing Addendum, of Company in the course of providing the Services, it shall do so in accordance with the Data Processing Addendum set out in Exhibit D.

8.0 **LIMITED WARRANTY**. Docebo represents and warrants that (i) it will provide the Services in a manner consistent with applicable industry standards (ii) it has all rights, licenses, consents and authorizations necessary to grant the rights and licenses granted in this Agreement; (iii) the Services delivered under this Agreement will operate in conformity with its Documentation; (iv) the Documentation accurately and completely reflects all features and functions of the Services; (v) it shall comply with all applicable federal, state and local laws, rules, and regulations when performing its obligations under this Agreement; and (v) to Docebo's knowledge, the Services do not contain, and will not transmit to Company or its systems, any viruses, Trojan horses, timebombs, or any other code, programs or mechanisms that disrupt, modify, delete, harm, or otherwise impede the operation of computer systems. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 8.0, NEITHER DOCEBO, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO COMPANY, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SERVICES OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8.0, THE SERVICES ARE PROVIDED TO COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARE FOR COMMERCIAL USE ONLY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE SECURE, TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON-MATERIAL ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SYSTEM THAT MAKES THE SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT

PROVIDED BY DOCEBO, THAT THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT DOCEBO AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR COMPANY'S CONFIDENTIAL INFORMATION, OR THAT THE SERVICES FUNCTIONALITY WILL MEET COMPANY'S REQUIREMENTS. COMANY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE COMPANY'S PURPOSE.

9.0 LIMITATION OF LIABILITY

9.1 LIMITATION OF REMEDY. In no event shall either party, its affiliates, licensors or suppliers, or any of their officers, directors, employees, shareholders, agents or representatives be liable to the other party for any indirect, special, incidental, exemplary or consequential damages or loss of goodwill under or in any way relating to this Agreement, including the failure of essential purpose, even if such party has been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on any legal or equitable theory, including, but not limited to, contract, tort, negligence, strict liability, products liability or otherwise.

9.2 MAXIMUM LIABILITY. Except for claims arising (a) pursuant to Section 7.2, or (b) in connection with Section 10.1(i) and (ii), in no event shall either party's liability for any damages under the Agreement, whether based on contract, tort, negligence, strict liability, products liability or otherwise, exceed the total fees received by Docebo from Company in the last twelve (12) months immediately preceding the events giving rise to such action.

10.0 INDEMNIFICATION.

10.1 Docebo Indemnification. (a) Docebo shall indemnify, defend, and hold harmless Company and its officers and End Users against any third-party claim that (i) the Docebo Software infringes any patent, copyright, or trademark, or misappropriates any trade secret (except for claims which are specifically excluded under the terms of Section 10.2), or (ii) Docebo has violated Section 7.2 of this Agreement. If any Docebo Software becomes, or, in Docebo's opinion, is likely to become, the subject of a claim of infringement, Docebo may, at its sole option, (a) obtain for Company the right to continue using the Docebo Software; (b) replace or modify the affected Docebo Software so that it becomes non-infringing while providing substantially equivalent functionality; or (c) if such remedies are not available on commercially reasonable terms as determined by Docebo, terminate the license or Subscription Services for the affected portion of the Docebo Software and refund any prepaid subscription fees for the affected portion of the Docebo Software.

(b) Notwithstanding any terms contained in this Section 10.1, Docebo shall have no liability for infringement claims if the alleged infringement is based on or arises from (a) combination or use of the Docebo Software with software or other materials not provided or recommended for use by Docebo, (b) the modification of the Docebo Software by Company, (c) the use of the Docebo Software not in accordance with the Documentation or this Agreement, or (d) the use of other than the then most current version of the Docebo Software if the use of the most current version of the Docebo Software would have eliminated the infringement, and Company was notified of and given a reasonable opportunity to use the most current version thereof.

10.2 Company Indemnification. Company will indemnify, defend, and hold harmless Docebo against all claims, actions or proceedings, arising out of any claim that any Company Software, Marks, or Materials provided by Company or its End Users or inputted into the Docebo Software, or the permitted use of the same by Docebo, infringes or violates any third party patent, copyright or trade secret right.; or (ii) involving Company's violation of Section 7.2 of this Agreement.

10.3 **Indemnification Obligations**. The indemnification provided in Sections 10.1 and 10.2 is conditioned on (i) the party to be indemnified ("Indemnified Party") giving the indemnifying party ("Indemnifying Party") prompt written notice of such claim; (ii) the Indemnified Party providing its full cooperation in the defense of such claim, if requested by the Indemnifying Party; and (iii) the Indemnified Party granting the Indemnifying Party the sole authority to defend or settle the claim. The Indemnified Party may engage legal counsel to monitor, but not control, any such claim at the Indemnified Party's expense.

11.0 **TERM AND TERMINATION**.

11.1 **Initial Term**. This Agreement shall commence on the execution date of the first Order (the "Effective Date") and shall continue unless terminated in accordance with Section 11.2. Unless earlier terminated as provided herein, this Agreement shall continue in full force and effect (the "Agreement Term").

11.2 **Termination**. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

(a)   By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party;

(b)   By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws;

(c)   By Company if Docebo reduces functionality of the Services or Docebo Software as expressed in the Documentation and Docebo is unable to materially restore such functionality within 30 days from the date of written notice, and Docebo shall promptly provide a pro-rata refund for the remainder of the term set forth in the applicable Order.

11.3 **Effect**. Upon termination of this Agreement for any reason, all rights and licenses granted by Docebo hereunder to Company will immediately cease. Upon any expiration or termination of this Agreement, Docebo shall make Company's Materials reasonably available to it for a period of thirty (30) days. Upon any duly effected termination of this Agreement pursuant to Section 11.2(a) or (b), Docebo shall promptly refund any pre-paid but unearned fees to Company.

11.4 **Survival**. Termination of this Agreement or any Order or SOW will not affect the provisions regarding Docebo's or Company's treatment of Confidential Information and Trade Secrets, provisions relating to the payments of amounts due, indemnification provisions, the provisions of Section 12, and provisions limiting or disclaiming either party's liability, each of which shall expressly survive such termination.

12.0 **GENERAL**.

12.1 **Authority.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. When executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligations of such party, enforceable against such party in accordance with its terms.

12.2 **Governing Law**. This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the laws (excluding all conflict of law rules) of the State of Delaware and the federal laws of the United States of America applicable therein. Each party agrees that any claim or cause of action whether in law or equity, arising under or relating to this Agreement may be brought in the courts of the State of Delaware and each party hereby consents to the jurisdiction and venue of such courts.

12.3 **International Conventions.** The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement or the parties hereunder.

12.4 **No Conflicts**. Notwithstanding the content of any Company purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

12.5 **Communications**. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; (iii) by a nationally recognized overnight courier service; or (iv) by electronic mail (with read receipt or other tracking mechanism to confirm receipt), to the respective addresses set forth either on the First Order Form, or on the first page of this Agreement, as each may be amended by the parties by written notice to the other party in accordance with this Section.

12.6 **Assignment**. Neither party may assign its rights and duties under this Agreement without the prior written consent of the other party, which, in the case of a proposed assignment to affiliates or successors in interest, shall not be unreasonably withheld. Any assignment in violation of this Section 12.5 shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

12.7 **Severability**. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12.8 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. All Schedules attached to this Agreement or subsequently added hereto by mutual consent of the parties are incorporated into this Agreement for all purposes.

12.9 **Waiver**. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.10 **Modifications**. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to or modification of this Agreement and signed by an authorized representative of each party. Notwithstanding the foregoing, Docebo reserves the right, in its sole discretion, to make any changes to the Services and Docebo Software that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Docebo's services to its customers, (ii) the competitive strength of or

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market for Docebo's services, or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law; *provided* that no such changes have the effect of materially degrading the functionality of the Services.

12.11 **Force Majeure.** Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

12.12 **No Third-Party Beneficiaries.** This Agreement is personal to the parties and no third parties shall be considered beneficiaries hereof, for any purposes.

Definitions

1.0 "Active User" means an End User that accesses the Software Services and accesses any online course during an applicable billing period (described in Section 5.2), regardless of the number of accesses during such billing period, the number of courses accessed during such billing period, or whether or not such End User completes the online course.

2.0 "Company Software" means the software and any other Materials owned or used by Company to access the Software Services.

3.0 "Derivative Works" means any suggestions, contributions, enhancements, improvements, additions, modifications, or Derivative Works to the referenced software or other Materials.

4.0 "Docebo Apps" means applications that allow the extension of some functionalities, additional functionalities, advanced architecture capabilities, and integration between third-party systems and the Software Services.

5.0 "Docebo Server" means the hardware platform or network system owned or operated by, or on behalf of, Docebo where the Docebo Software resides and is accessed by Docebo customers via an internet connection to the server using an approved Web browser.

6.0 "Docebo Software" means the Internet-based Docebo Software products and related Services provided by Docebo, that are more particularly described on an Order and that are accessible to Company and its End Users via a Web browser through the Internet for their use of the Software Services.

7.0 "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Services, as supplied by Docebo to Company, as well as any Derivative Works thereof.

8.0 "Effective Date" means the date on which this Agreement commences, as indicated in the First Order Form.

9.0 "E-Learning Platform" means the online training platform provided by Docebo as part of the Services.

10.0 "End User" means all of Customer's employees and individual third parties who are authorized by Customer to use the Software Services and have been provided a password for the same.

11.0 "Initial Term" means the first term of this Agreement, as indicated in the First Order Form.
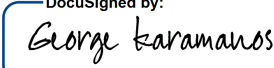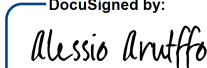
12.0 "Intellectual Property Rights" means any and all rights to exclude, existing from time to time in any jurisdiction, under patent law, copyright law, moral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law, or other similar rights.

13.0 "Marks" means service marks, trademarks, trade names, logos, and any modifications to the foregoing.

14.0 "Materials" means data, materials, pictures, documentation, audio, video, artistic works, writings, and other works of authorship.

15.0 "Services" means all services provided by Docebo under this Agreement including the Software Services, Additional Services, Helpdesk Services, and Professional Services.

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

AppDynamics:	Docebo:
Signature: *George Karamanos* DocuSigned by: EADD3AC1FF6B486...	Signature: *Alessio Arutffo* DocuSigned by: 4381EE07ED2E47C...
Name: George Karamanos	Name: Alessio Arutffo
Title: General Counsel	Title: Chief Revenue Officer
Date: December 31, 2019	Date: December 31, 2019

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Revision Date: 05152019

Schedule A

Service Description; Helpdesk Services; Security

1.   SERVICE DESCRIPTION.

Docebo LMS

The Docebo LMS (Learning Management System) is software developed by Docebo Spa. Docebo LMS requires a modern web browser that supports cookies and JavaScript.

The Docebo LMS currently supports the following browsers https://www.docebo.com/online-training-lms-system-requirements/ (which is subject to change without notice in Docebo's sole discretion).

In the event that Customer cannot meet the technical requirements listed, Docebo will be under no obligation to provide the support services described in Schedule A.

2.   HELPDESK SERVICES.

Docebo offers two Helpdesk Services types, categorized as Growth and Enterprise.

Docebo shall provide to Company the Helpdesk Services (Growth or Enterprise) specified in an Order, if any. The details related to each of the different Helpdesk Services are set forth below:

HELP DESK AND SUPPORT

- "**Taking Charge**" means registration of the Incident, including assignment of the ticket number to the Company and saving the request in the Helpdesk system.

- "**Incident**" means a support request as defined in the Severity Descriptions below).

- "Production Instance" - Production instances are defined as a Growth or Enterprise Docebo instance which is tied to an active user subscription.

- "**First Response**" means the first interaction with Company (via ticket) aimed at the diagnosis of the problem. The number of business hours to first reply is calculated using the business hours of the agent assigned to the specific ticket/support request.

- "**ETA**" means the estimated time for resolution of the problem. Company will be updated if ETA materially changes.

- "**Fixed**" means the problem has been resolved in Docebo's reasonable discretion and Company has been informed about the resolution of the problem.

- **"Business Hours"** are defined as the operating hours for the Docebo Support team, currently 9AM – 6PM CET & 9AM-6PM Eastern Time.

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Table 1 - Severity Descriptions	
Urgent/Severe	Critical production issue affecting all users, including system unavailability, with no workaround available.
High	Issue is persistent, affects many users and/or impacts core functionality or results in significant performance degradation with no reasonable workaround available.
Normal	Errors in functionality within the application, often accompanied by workarounds or affecting some but not all users.
Low	General inquiries on the use of the application or; cosmetic errors or incidents which otherwise do not require immediate attention or; Rare errors that appear during unusual conditions or are otherwise unlikely in normal use or; Errors which have a sustainable workaround.

Table 2 - Enterprise Plan Service Level Targets*		
Enterprise Plans	**First Reply**	**Resolution/Mitigation ETA**
Urgent	2hrs	5hrs or as soon as feasible or practical
High	6 business hours	As soon as feasible or practical.
Normal	12 business hours	As soon as feasible or practical
Low	16 business hours	None

*Notes:

- Urgent SLA applies *only* to issues submitted *via* Zendesk web form and confirmed as Urgent by Docebo.
  This table applies only to production instances and only to tickets submitted from the Docebo Communication Center (in platform), the Support Web Form (https://docebo.zendesk.com/hc/en-us/requests/new). For the avoidance of doubt, in platform chat and tickets generated from in-platform chat do not apply to these target metrics.

Helpdesk standard process description

It is possible to contact the helpdesk 24/7 using the helpdesk tool available within the Docebo platform, which is fully integrated with the Docebo ticket management system or through the form at https://docebo.zendesk.com/hc/en-us/requests/new

3. TICKETING REQUIREMENTS.

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To receive these support services and for Docebo to maintain the Service Level agreed, Company shall reasonably cooperate with Docebo to resolve support incidents. Company shall have adequate technical expertise and knowledge of their configuration of Docebo Services to provide relevant information to enable Docebo to reproduce, troubleshoot, and resolve the incident or issue identified by Company. The following information should be provided at all times as a minimum by Company, whenever possible, to ensure Docebo's ability to address Support Requests. Tickets lacking this information will not be considered as part of the Service Level reports:

1. Detailed description of the issue, with as much detail as can be provided of the problem in a clear step by step format.
2. The URL of the platform where the issue is occurring
3. The error message provided, and exact steps to reproduce the error
4. The user(s) that are affected by the issue
5. The applicable screenshot or video capture

Company's General Responsibilities.

Company will be responsible for: (a) reporting errors promptly; (b) providing sufficient information for Docebo to duplicate the error, assess the situation, and undertake any needed or appropriate corrective action; (c) otherwise following instructions or suggestions from Docebo regarding use, maintenance, upgrades, repairs, workarounds, or other related matters; and (d) designating two (2) members of its staff to serve as Company's system administrators to contact Docebo with support issues. Docebo's successful response and provision of Helpdesk Services is subject to Company's assistance and compliance, including (i) at Docebo's reasonable request, Company will provide Docebo with reasonable access to Company's personnel and equipment during normal business hours to discuss and assess any problems or requests for assistance; and (ii) Company will document and promptly report to Docebo all errors or malfunctions of the Software Services. It is Company's responsibility to carry out procedures necessary at Company's facilities for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Docebo.

Reproducing Errors

Docebo must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Docebo to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to customer's approval on a case-by-case basis, Users may be asked to provide remote access to their Docebo account and/or desktop for troubleshooting purposes.

Exclusions

Issues that arise in the following categories are outside of the scope of support offered above, and will have no Service Level Agreement attached: Custom Cascading Stylesheets (CSS), support to third party authoring tools, support to third party system or platform integration, where the integration is not developed or managed by Docebo, supporting in troubleshooting of E-Learning Content packages built with third party authoring tools, custom built authentication methods between Docebo and Company where such method is built from the customer and not maintained by Docebo.

Additional Charges

If a reported problem (or if Company otherwise requests assistance) is outside the scope of Helpdesk Services, Docebo will notify Company to that effect and reserves the right, upon Company's confirmation to move forward, to charge Company at Docebo's then-current standard hourly rates for all associated work, for which Company agrees to pay Docebo promptly upon receiving an invoice; provided, however, that Docebo shall inform Company in advance of the possible incurrence of such fees and Company shall have pre-approved the same.

3. **UPTIME AVAILABILITY.**

If Docebo fails to achieve the Availability Percentage for two (2) consecutive calendar months, the Company will be granted Service Credits. Service Credits are calculated as a percentage of the total charges paid by the Company to Docebo in the Region affected by Unavailability in accordance with the schedule below. In the event that the Company elects to terminate this Agreement, upon thirty (30) days written notice, for failure to achieve the Availability Percentage for four (4) consecutive calendar months within the notice period given below, Docebo will provide pro-rata refund for remainder of term.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

Docebo will apply Service Credits only against future payments due from the Company. Service Credits will not entitle Company to a refund or other payment from Docebo. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Docebo Agreement, the Company's sole remedy for any unavailability, non-performance, or other failure by Docebo to provide Uptime is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA. To receive a Service Credit, the Customer must submit a claim by within 30 days after the reported issue via a support claim ticket and email to designated Customer Success team reporting ticket number. If the Monthly Uptime Percentage of such request is confirmed by Docebo and is less than the Service Commitment, then Docebo will issue the Service Credit to Customer within one billing cycle following the month in which your request is confirmed by Docebo. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

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SCHEDULE B
GOLD ONBOARDING SERVICES

Docebo shall provide Company with its Gold package of onboarding services, which includes the following features (all remotely delivered):

- A designated Docebo Solution Deployment Manager for the duration of Company's onboarding;
- Project Kick Off Call to Introduce the project stakeholders, conduct a contract review, describe the typical Customer lifecycle, and discover Company's use cases and integration needs;
- Creation of an onboarding plan that details the major tasks required by Company to setup Docebo LMS;
- Administrator Training sessions via On-demand e-learning via Docebo Academy and up to 3, 1-hour live training sessions.
- IT readiness check to support the configuration of Docebo out of the box integrations (Apps);
- Docebo feature setup assistance (excluding custom mobile app);
- Soft launch guidance;
- Assistance in addressing soft launch feedback and resolving gaps;
- Up to 12, 1-hour project review meetings with designated Docebo Solution Deployment Manger during the Onboarding process; and
- Onboarding completion survey.

Delivery Period: 90 calendar days from Project Kick-off. Kickoff must occur within 120 calendar days of contract signature.

COMPANY RESPONSIBILITIES

During the Delivery Period, Company shall be responsible for the following:

- Company shall support Docebo personnel, to the best of its ability, in all tasks related to onboarding.
- Company shall appoint a project lead representative (the "Company Representative") who shall function as the first point of contact with Company regarding all onboarding matters and who shall be primarily responsible for Company's obligations with respect thereto. Company shall notify Docebo promptly upon any change in such Company Representative.
- Company shall make critical personnel available for scheduled meetings—to be held weekly, or at such other interval as the parties shall agree, and reasonably available for all other tasks or meetings determined to be necessary for successful onboarding.

In the event that Company fails to meet the foregoing obligations during the Delivery Period, through no fault of Docebo's, then Docebo shall be under no obligation to extend such Delivery Period, even if implementation has not yet been fully completed.

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Sample Onboarding Task List*

Task	Description	Docebo Participant	Customer Participant
Admins Login and Explore Platform	For this task, you as Admins will want to confirm you can login to the LMS and perform some basic navigation tasks: # Verify you see the admin gear icon at the top right hand corner of the LMS # Verify you are able to access the 'Users' link # Verify you are able to make adjustments to your user profile	Solution Deployment Manager	Core Team
Disable All Unused Languages	To complete this task, you will access the Localization Tool in your LMS and disable all languages you do not plan to support. This will make sure a user does not select an inappropriate language for the LMS.	Solution Deployment Manager	Core Team
Create Additional Super Admin Accounts	To complete this task, the initial Super Admin should create the other project team members their own Super Admin accounts. Please note, you will need to communicate the username and initial password to your other Super Admins.	Solution Deployment Manager	Core Team
SFTP - Creation and Testing	NOTE: This task should only be completed if you are using the Automation App. Your IT Resource should be contacted to complete this task.	Solution Deployment Manager	Core Team, IT resource
Data Dump of Existing User Records	To complete this task, you will need to extract a data dump of your existing user base. This will set us up to have conversations around user management and understand to what extent you will want to configure user additional fields.	Solution Deployment Manager	Core Team, IT resource
Mobile 2.0/Mobile Use Case	To complete this task, you will want to configure the settings for the Mobile App via the Branding/Look and Feel area in your LMS.	Solution Deployment Manager	Core Team
Identify Resource(s) for API Integration	To complete this task, you will need to identify the resources that will be coding your API workflow. Please put those resources in contact with your Implementation Specialist by your second Implementation Meeting.	Solution Deployment Manager	Core Team, Developer, IT Resource
Purchase Custom Domain	NOTE: This task should be completed if you are going to apply a custom domain to mask the docebosaas.com domain. Your IT Resource should be contacted to complete this task.	Solution Deployment Manager	Core Team, IT resource
Build Branching Structure	To complete this task, you will need to complete building out your branching structure for your go-live. Best Practice: Remember, when creating branches, you will want to make sure that the branch code is unique.	Solution Deployment Manager	Core Team
Create User Additional Fields	To complete this task, you will want to configure the user additional fields identified as needed from the data dump. Best Practice: Give special consideration to what fields will assist you in managing groups. We will want to make sure that these fields are set up in order to gathering the information about the user you will need to manage groups membership.	Solution Deployment Manager	Core Team
Create Groups	To complete this task, you will need to create the groups that you will want to launch the LMS. Best Practice: When possible, you will want to manage your groups via a rule. When groups are automated by rules, users will be automatically added and removed from groups based on whether or not they meet the criteria for the group.	Solution Deployment Manager	Core Team
Review API Documentation		Solution Deployment Manager	Core Team, Developer, IT Resource
Configure Advanced Settings	To complete this task, you will complete the configuration of the Advanced Settings in your LMS. To access the advanced settings, select your admin gear icon, then select Advanced Settings from the far left hand column.	Solution Deployment Manager	Core Team
Configure Custom Domain	Your IT Resource should be contacted to complete this task.	Solution Deployment Manager	Core Team, IT Resource
Configure SSO	Your IT Resource should be contacted to complete this task. You IT resource will want to meet with your Implementation Specialist during the 4th Implementation Meeting.	Solution Deployment Manager	Core Team, IT Resource
Purchase SSL Cert	NOTE: You will need to complete this task if you are using custom domain. Additionally, you will need to purchase and apply your Custom Domain before beginning this task in order to generate a CSR. Your IT Resource should be contacted to complete this task.	Solution Deployment Manager	Core Team, IT Resource

Upload SSL Cert	Your IT Resource should be contacted to complete this task. To complete this task, you will want to upload your SSL Cert and your Intermediate CA to the LMS. To do this, you will want to navigate to the Admin Gear Icon>Advanced Settings>Https. Here you will be able to select the radio button with your Custom Domain and upload the appropriate files.	Solution Deployment Manager	Core Team, IT Resource
Create a Multi-Domain Client	To complete this task, you will want to create a multi-domain client, linking it to the appropriate branch. You have three options for the multi-domain url that you will want to consider: # *Subfolder: *This option will allow you to create a subfolder off you current domain. # *Subdomain:* If you have applied a Custom Domain, this option will allow you to implement a subdomain of your Custom Domain # *New Domain:* This option will allow you to apply a new Custom Domain	Solution Deployment Manager	Core Team, IT Resource
Determine Requirements for API Integration	To complete this task, your Developer will need to discuss with your Implementation Specialist you requirements for the API integration.	Solution Deployment Manager	Core Team, Developer, IT Resource
Create Categories	To complete this task, you will want to create categories to help organize your course. Categories are a great way to organize courses into similar "buckets". This will help in the management of courses and can be used to help use sort and search for courses.	Solution Deployment Manager	Core Team
Import Training Material into the Central Learning Object	To complete this task, you will want to upload your training material into the CLOR. The CLOR is use as a centralize holding area for training material. From the CLOR, you can push training material to courses, version materials, and manage training material configurations.	Solution Deployment Manager	Core Team, Content Developers
Create eLearning Courses	To complete this task, you will want to create all the eLearning courses that you wish to have in the platform for go live.	Solution Deployment Manager	Core Team, Content Developers
Configure Webinar Tool Integration	To complete this task, you will want to complete the set up process to integrate your Webinar tool with the LMS. The Knowledge Base article linked below will be able to provide you with integration steps for each Webinar tool we integrate with:	Solution Deployment Manager	Core Team, IT Resource
Create ILT Courses	To complete this task, you will want to create the ILT courses needed for soft launch. Please complete the following steps: # Create Locations and Calssrooms # Create the Course shell # Create Sessions # Configure Course Advanced Settings	Solution Deployment Manager	Core Team
Create Webinar Courses	To complete this task, you will need to create the Webinar courses that you need for launch. Please complete the following steps # Create Course shell # Create Sessions	Solution Deployment Manager	Core Team
Create Learning Plans	To complete this task, you will want to create the learning plans you wish to have available for go live. In addition, this task covers the settings configuration for Learning Plans.	Solution Deployment Manager	Core Team
Review API Browser for Necessary Endpoints	To complete this task, you will need to review the API browser to gather endpoints that are required for the integration. To access the API browser, you will want to append /api-browser to your docebosaas url. The result should look similar to: https://yourdomain.docebosaas.com/api-browser	Solution Deployment Manager	Core Team, Developer, IT Resource
Configure Multi-Domain Client Settings	To complete this task, you will want to configure the settings available for your multi-domain client. This should include settings for: * Whitelabeling * Course Catatlog * eCommerce * Self Registration * Mobile App Settings * SAML Settings * Language Settings * Subscription Settings * User Options * Privacy Policy * Advanced	Solution Deployment Manager	Core Team, IT Resource
SPF Creation/Update	To complete this task, a member of your IT staff will need to update the SPF record for your email domain in order for the LMS to send notifications on your behalf.	Solution Deployment Manager	Core Team, IT Resource

Setup Certification and Retraining app	To complete this task, you will need to configure all the certifications that you expect to be able to issue upon the launch of the platform.	Solution Deployment Manager	Core Team
Build Power User Profiles	To complete this tasks, you will take the following steps: # Configure the Power User Profiles for the Power Users you need in the LMS # Create a 'test account' for each Power User profile # Test each Power User profile to confirm configuration	Solution Deployment Manager	Core Team
Create Course Catalogs	To complete this task, you will need to set up the catalogs that you need for launch via the following steps: # Create a course catalog shell # Add courses and learning plans that are appropriate for the catalog # Configure the catalog visibility for the appropriate audience.	Solution Deployment Manager	Core Team
Configure Branding Look and Feel	To complete this task, you will want to complete the following basic Branding/Look and Feel elements: * Add a Logo * Add a Favicon * Configure Sign-In Page * Configure Course Player * Configure Color Scheme * Add White Labeling * Configure Localization Tool	Solution Deployment Manager	Core Team
Test Multi-Domain Client	To complete this task, you will want to create a 'dummy' user for your multi-domain client for testing. You will want to verify that the multi-domain user is only able to see items that are appropriate for that multi-domain client configuration.	Solution Deployment Manager	Core Team
Build Enrollment Rules	To complete this task, you will want to complete the following: # Determine which Enrollment Rules you need to create # Build Enrollment Rules	Solution Deployment Manager	Core Team
Build Initial Reports	To complete this task, you will want to configure the reports that you will need immediate after launch. Please note, that reports typically do note add value until after launch as there is not a robust enough data set to confirm you have the information you need. You will want to keep note of the reports you initially configure in order to revisit their configuration at a later date.	Solution Deployment Manager	Core Team
Finalize Notification Needs	To complete this task, you will want to take a look at the notification list linked below and determine which notifications are required for your launch scenario:	Solution Deployment Manager	Core Team
Code API Integration	To complete this task, your Developer will want to perform activities to code the API integration.	Solution Deployment Manager	Core Team, Developer, IT Resource
Create Pages and Menus	To complete this task, you will need to configure the Pages and Menus for each out your audiences via the following steps: # Create the Pages that you need for each audience or confirm an appropriate page already exisits # Create a Menu for each of you audiences.	Solution Deployment Manager	Core Team
Build Notifications	To complete this task, you will want to create the notifications that you identified as being necessary for launch. Please note, you will want to make sure you configure the notification for each language that you support in the platform.	Solution Deployment Manager	Core Team
Create Certificates	To complete this task, you will need to create all your certificate templates and assign them to your existing coursers. Best Practices: * Keep it simple * Center everything * Only use the wysiwyg to populate the short codes. Images, signatures, and other text should be managed via the background image of the certificate.	Solution Deployment Manager	Core Team
Configure Gamification	To complete this task, you will need to: * Setup Badges * Setup Contests * Setup Rewards * Leaderboards	Solution Deployment Manager	Core Team
Test API Integration	To complete this task, you will want to perform end-to-end testing of the API integration.	Solution Deployment Manager	Core Team, Developer, IT Resource
Finalize Communication Strategy	To complete this task, you will want to let your Implementation Specialist know your strategy to communicate to your audiences the launch of the LMS. You Implementation Specialist will be able to provide guidance on common items that come up during the launch phase and strategies to minimize impact.	Solution Deployment Manager	Core Team, Marketing Team

Platform Testing: End-to-End	To complete this task, you will need to perform end-to-end testing in the LMS. You will need to test each use case from an Admin, Power User, and User perspective to verify the user flow and configuration options for each use case. Included in this testing is: * Testing all content * Testing all configured notifications	Solution Deployment Manager	Core Team, Developer, IT Resource
Deploy API Integration	To complete this task, you will want to deploy you API integration to operate on the production LMS.	Solution Deployment Manager	Core Team, Developer, IT Resource
Soft Launch	To complete this task, you will need to conduct a User Acceptance Test with a group of users that have not been a part of the configurations team. You will want to: * Determine UAT Criteria * Test end user experience. * Test content/course navigation. * Gather feedback. * Review & Verify All Relevance Tasks are Complete. You should expect that UAT will last approximately 2 weeks and plan resources accordingly.	Solution Deployment Manager	Core Team
Collect and Analyze Soft Launch Feedback	To complete this task, you will need to collect soft launch feedback from your test users. You will want to review this feedback with your Implementation Specialist and determine which items indicate a reconfiguration in the LMS. As a result of this task, you should be able to make final configurations to the LMS for your live launch.	Solution Deployment Manager	Core Team
Final Configurations	To complete this task, you will want to complete the final configurations tasks identified from the soft launch feedback.	Solution Deployment Manager	Core Team

Exhibit C

Reimbursement Policy

1. For purposes of this Agreement, AppDynamics shall reimburse **Docebo** for Approved Expenses in connection with AppDynamics' site visits, not to exceed One Thousand and Five Hundred United States Dollars ($1,500) without prior written approval from AppDynamics. With respect to any applicable travel, **Docebo** acknowledges and agrees to abide by AppDynamics' expectations with respect to travel expenses, which are as follows:

    a. **Airfare**: In general, AppDynamics will only reimburse flights at lowest available non-stop economy class fare, both domestically and internationally. AppDynamics expects **Docebo** to book airfare at least 14 days in advance whenever possible.

    i. Premium economy class flights may be reimbursed provided:
    - The flight duration is in excess of 8 hours; and
    - The premium economy class fare is pre-approved by AppDynamics

    b. **Lodging**: Use only moderately priced hotels. AppDynamics will not reimburse for hotel movie rentals, liquor cabinet charges or other personal entertainment items.

    c. **Meals**: Meal expenditure reimbursement must not exceed actual cost, but may be lower in accordance with this policy. Costs for all meals must be no more than reasonable for the location.
    - Breakfasts and lunches should never exceed USD $25 per person
    - Dinner should never exceed USD $75 per person
    - Time and Material fees are to be charged monthly in arrears
    - Expenses are to be charged monthly as incurred

    Both Time and Material fees and expenses are payable NET 60 upon invoice receipt

Exhibit D

DATA PROCESSING ADDENDUM

This DPA represents the Parties' agreement regarding the processing of Company's Proprietary Information including Personal Data submitted by the Company to carry out the Services and it forms part of the Docebo's Enterprise Client Master SaaS Agreement (the "**Agreement**"), as updated from time to time. Defined terms used in the DPA but not defined in this DPA shall have the same meaning in this DPA as are given to them in the Agreement.

The duration of the data processing under this DPA corresponds to the duration of the Services. This DPA shall automatically terminate upon termination of the Agreement.

1. Definitions

"**Company Personal Data**" means Personal Data belonging to Company that is processed by Docebo in the course of providing the Services under the Agreement.

"**Company's Proprietary Information**" or "**Company Data**" means the proprietary training content provided by Company to Docebo or other Information belonging to Company, that is provided to and processed by Docebo in the course of providing the Services under the Agreement, including Personal Data, that is not public knowledge and that is viewed as the property of the holder.

"**Data Controller**" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data. For the purpose of this DPA, Data Controller is the Company and/or the other Data Controllers on whose behalf Company acts.

"**Data Processor**" means any natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of a Controller or on the instruction of another Processor acting on behalf of a Controller. For the purpose of this DPA, Data Processor is Docebo and its Affiliates.

"**Data Protection Laws**" means all applicable laws and regulations relating to the processing of Personal Data and privacy that may exist in the relevant jurisdictions.

"**Data Subject**" means an identified or identifiable natural person, or as otherwise defined by applicable Data Protection Laws.

"**Data Systems**" means information systems including, but not limited to, cloud-based systems, netservices, networks, computers, computer systems, communication systems and other information systems which may or may not be part of the LMS Platform.

"**Docebo Affiliate**" means Docebo affiliates, subsidiaries or sister companies (companies controlled by the same parent company) that may assist in the performance of the Services and may be engaged in the processing of Company Proprietary Information including Personal Data.

"**EEA**" means the European Economic Area.

"**GDPR**" means the Regulation (EU) 2016/679 (European Union General Data Protection Regulation).

"**LMS Platform**" or the "**Platform**" is the online training platform provided by Docebo as part of the Services.

"**Personal Data**" means any information relating to an identified or identifiable living individual or as otherwise defined by applicable Data Protection Laws.

"**process**", "**processing**" or "**processed**" means any operation or set of operations which is performed upon Company Proprietary Information including Personal Data, whether or not by automated means, according to the definitions given to such terms in the GDPR.

"**Security Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to Company Personal Data.

"**Services**" means all services provided by Docebo in accordance with, and as defined in, the Agreement.

"**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (Commission Decision 2010/87/EU of 5 February 2010) as set out in Annex C to this DPA.

"**Sub-processor**" means any Docebo Affiliate and any sub-contractor engaged in the processing of Company Proprietary Information including Company Personal Data, subject to and in accordance with this DPA.

"**Supervisory Authority**" means any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over compliance with the Data Protection Laws.

2. Appointment & Data Processing

2.1 Company is the sole Data Controller of the Company Personal Data or has been instructed by and obtained the authorization of the relevant Controller(s) to enter into this DPA in the name and on behalf of such Controller(s). Company is responsible for obtaining all the necessary authorizations and approvals to enter, use, provide, store and process Company Personal Data to enable Docebo to provide the Services.

2.2 Company, as the Data Controller, hereby appoints Docebo as the Data Processor in respect of all processing operations required to be carried out by Docebo on Company Personal Data in order to provide the Services in accordance with the terms of the Agreement.

2.3 Docebo shall collect, retain, use, disclose, and otherwise process the Company Personal Data only in accordance with documented instructions given by Company for the for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by LMS platform users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement (unless required by law to act without such instructions, in which case Docebo shall, except where prohibited by law from doing so, inform the Company of that legal requirement before Processing).

2.4 If, at any time while the Agreement and this DPA are in force, the Company requires compliance by Docebo with any additional instructions regarding the Processing of Company Personal Data any such additional instructions shall be subject to agreement by Docebo (and payment of any costs Docebo may incur in implementing such additional instructions) provided that if, for any reason, Docebo refuses to comply with any such additional instructions Company may terminate the Agreement (and the DPA) provided that Company shall not terminate the Agreement (and the DPA) where Docebo informs Company that Company's instructions infringe Data Protection Laws or other relevant law.

2.5 Docebo acknowledges that it has no right, title or interest in Company's Proprietary Information (including all intellectual property or proprietary information) and may not sell, rent or lease Company's Proprietary Information to anyone.

2.6 The subject matter and duration of the processing, the nature and purpose of the processing, and the obligations and rights of Company are as set out in the Agreement, including this DPA. The type of Personal Data that will be Processed is non-sensitive identification data (first and last name) and contact details (email address), formal learning tracking information (course completion status, final results/score, certificates), informal learning tracking (asset publication/fruition tracking, asset ranking), Questions/Answers tracking, learn skill mapping/evaluation. The categories of Data Subjects are Company personnel and personnel of Company's customers and partners. Company must specify in the Annex B whether other types of Personal Data or other categories of Data Subjects are involved in the processing.

2.7 Docebo shall maintain complete, accurate and up to date written records of processing activities carried out on behalf of the Company containing information as required under Data Protection Laws.

3. Sub-Processing

3.1 General

3.1.1 Company acknowledges and agrees that (a) Docebo Affiliates may be retained as Sub-processors; and (b) Docebo and Docebo Affiliates, respectively, may engage third-party Sub-processors in connection with the provision of the Services, or to fulfil its contractual obligations under this DPA, or to provide certain services on its behalf, such as providing support services to Docebo.

3.1.2 On Company's written request, Docebo shall provide details of the name of each Sub-processor and details of the countries where Company Personal Data are processed by each Sub-processor, in accordance with Article 28(4) of GDPR. Information about Sub-processors, including their functions and locations, is available at https://tos.docebo.com/Docebo-sub-processors-list.pdf (as may be updated by Docebo from time to time in accordance with this DPA). The actual list of sub-processors used by Docebo for the provision of the Services as of the execution of the Agreement is included in Annex D.

3.1.3 Docebo shall notify Company of any proposed amendments to the list of the Sub-processors (including the addition or any replacement to the list). Company shall notify Docebo within 30 days of the date of Docebo's notice whether it accepts the amendment to the list of Sub-processors or whether it has any objections, in which case, Docebo and Company shall meet to discuss Company's objections acting reasonably and in good faith. If Docebo cannot reasonably accommodate find a solution to Company's objection, Company may terminate the Agreement and this DPA. If Company does not object to the proposed change within 30 days of the date of Docebo's, notice, the amendment proposed in the notice and the use of the new Sub-processor will be deemed accepted by Company.

3.1.4 Docebo may only disclose or permit access to Company Personal Data to a Sub-processor provided Docebo has first executed a valid and enforceable written contract with the Sub-processor containing privacy and security provisions substantially similar to those contained in this DPA, in accordance with Article 28(2) and 28(4) of GDPR.

3.1.5 Docebo will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of all Sub-processors it engages to provide the Services, that cause Docebo to breach any of Docebo's obligations under this DPA.

3.2 Docebo S.p.A

Docebo S.p.A - Via Parco 47 - 20853 Biassono (MB) - ITALY, is the Docebo Affiliate who owns, develops, maintains and operates the LMS platform.

3.3 Amazon Web Services

3.3.1 Company acknowledges that the LMS Platform relies on Amazon Web Services (AWS), engaged as a Sub-processor to Docebo.

3.3.2 Docebo, through Docebo S.p.A, has entered into a written data processing agreement with AWS containing privacy and security provisions that comply with the provisions of Article 28 of the GDPR.

3.4 Information Processing Location

If Company has purchased an Enterprise plan, Company will be allowed to specify the location(s) where Company Personal Data will be processed within the AWS Network, including: Ireland (EU); Frankfurt (EU); Northern Virginia (North America); Sydney (APAC/Australia); Canada (North America). The Main production site location and the Disaster recovery site location will be agreed among the parties during the Platform implementation.

4. Compliance with Laws

4.1 Each Party will comply with all applicable laws, including the Data Protection Laws applicable to it and binding on it in the performance of the Service, including all statutory requirements relating to data protection.

4.2 Company acknowledges that Docebo is not responsible for determining the requirements of laws applicable to Company's business or that Docebo's provision of the Services meet the requirements of such laws.

5. Security Responsibilities of Docebo

5.1 Docebo shall implement and maintain appropriate technical and organizational measures for ensuring the security of, and protecting the confidentiality and integrity of Company Proprietary Information and to ensure that Docebo's processing of Personal Data is in accordance with the requirements of the Data Protection Laws and protects the rights of Data Subjects 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.

5.2 Information relevant to how Docebo security measures are implemented and maintained is provided in the "**Information Protection and Security Standard**" document, attached hereto as Annex A, and available at this link: https://www.docebo.com/tos/Docebo_DPA_Annex_A_EN.pdf. Docebo reserves the right to make changes to the document may be subject to changes, to reflect technological developments provided, always, that such changes to not result in any degradation to the security of Company Data or the manner in which the Services is provided.

5.3 The technical and organizational measures implemented by Docebo include the following:

i.   Docebo has implemented and will maintain appropriate procedures to ensure that unauthorized persons will not have access to Company's Proprietary Information and to the Data Systems used to process Company Proprietary Information, and that any persons authorized to have access to Company Proprietary Information will protect and maintain its confidentiality and security.

ii.   Docebo has implemented and will maintain appropriate measures to ensure that all employees and contractors involved in the processing of Company Proprietary Information are authorized personnel with a need to access the data, are bound by appropriate confidentiality obligations and have undergone appropriate training in the protection and handling of Personal Data.

iii.   Docebo will take reasonable steps to ensure the reliability of any personnel who have access to Company Proprietary Information.

iv.   Docebo will not copy or reproduce any Company Proprietary Information, except as technically necessary to provide the Services (*e.g.* for data backup for business continuity or disaster recovery purpose), or to comply with statutory data retention rules.

5.4 Company declares and confirms to have evaluated the security measures implemented by Docebo as providing an appropriate level of protection for the Company Proprietary Information, taking into account the risk associated with the processing of such information.

6. Security Breach

6.1 If Docebo becomes aware of a Security Breach which has resulted in (a) any unlawful access to any Company Personal Data stored on the Data Systems used to process Company Personal Data; or (b) any unauthorized access to such Data Systems, and where, in either case, such access results in loss, disclosure or alteration of Company Personal Data, Docebo shall, without undue delay: (I) notify Company of the Security Breach; and (II) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Breach.

6.2 In the event of a Security Breach, Docebo shall provide Company with a reasonable assistance in dealing with the Security Breach, in particular in relation to making any notification to a Supervisory Authority or any communication to Data Subject, according to Articles 33 and 34 GDPR. In order to provide such assistance and taking into account the nature of the Services and the information available to Docebo, the notification of the Security Breach shall include: (i) a description of the nature of the Security Breach including the categories and approximate number of data records concerned; and (ii) the likely consequences of the Security Breach; and (iii) the measures taken or to be taken by

Docebo to address the Security Breach including measures to mitigate any possible adverse consequences; (iv) where, and in so far as, it is not possible for Docebo to provide such information at the time of the notice, the information may be provided in phases without further undue delay.

6.3 Company agrees that:

I. Any Unsuccessful Security Incident will not be subject to the obligations imposed on Docebo under this Section 6. An "Unsuccessful Security Incident" occurs where there has been no unauthorized access to Company Personal Data or to any Docebo controlled Data Systems used to process Company Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge server, port scans, unsuccessful login attempts, denial of service attack, packet sniffing or similar incidents; and

II. Docebo's obligation to report or respond to a Security Breach under this Section is not and will not be construed as an acknowledgement by Docebo of any fault or liability of Docebo with respect to the Security Breach.

6.4 Notification of a Security Breach shall be made to AppDynamics' Security Team via (a) email at: security@appdynamics.com, and (b) telephonically to_____N/A_____.

7. Subject Access Requests & Other Communications

To the extent permitted by law, Docebo shall forward to Company any request received by Data Subject in connection with Company Personal Data. Taking into account the nature of the Services, Docebo shall provide reasonable assistance to Company, to allow the Company to respond to the Data Subject's requests. Any cost arising from the provision of assistance by Docebo under this Section 7 shall be borne by Company. Docebo shall provide an estimate of any such costs which shall be to be agreed in writing by the Parties.

8. Data Quality, Retrieval & Destruction

8.1 Docebo will update, correct or delete Company Proprietary Information on Company's request.

8.2 Subject to Section 8.3, on termination of this DPA Docebo will delete Company Proprietary Information and provide Company with written confirmation of such deletion, unless legislation, regulations or other legal process applicable to Docebo prevents it from doing so. On request from Company, Docebo will provide a portable copy of Company Proprietary Information in accordance with art. 20 GDPR with respect to Personal Data.

8.3 Company acknowledges that the LMS Platform relies on Amazon Web Services (AWS), and that Docebo can only logically delete terminated Company Proprietary Information stored in the Platform, as specified in more detail in the relevant section of Annex A. Docebo will carry out the logical deletion within thirty (30) days from the termination of the Agreement.

9. Permitted Disclosures of Company Proprietary Information

9.1 Docebo may disclose Company Proprietary Information to the extent such data is required to be disclosed by law, by any government or regulatory authority, or by a valid and binding order of a law enforcement agency (such as a subpoena or court order) or other authority of competent jurisdiction.

9.2 If any law enforcement agency government or regulatory authority sends Docebo a demand for disclosure of the Company Proprietary Information, Docebo will attempt to redirect the law enforcement agency government or regulatory authority to request that data directly from Company and Docebo is entitled to provide Company's basic contact information to such law enforcement agency government or regulatory authority.

9.3 If compelled to disclose Company Proprietary Information pursuant to Section 9.1, then Docebo will give Company reasonable notice of the demand to allow Company to seek a protective order or other appropriate remedy.

10. Information Security Assessment

10.1 Docebo will provide to Company and its designees, during the term of this DPA, all information necessary to demonstrate the adequacy of Docebo's information security measures and compliance with Data Protection Law.

10.2 Docebo has obtained the third-party certifications and audits set forth in the "Annex A: Information Protection and Security Standard". Upon Company's written request, and subject to the confidentiality obligations set forth in the Agreement, Docebo shall make available to Company (or Company's independent, third-party auditor that is not a competitor of Docebo) a copy of Docebo's most recent third-party audits or certifications, as applicable.

10.3 Company is responsible for reviewing the information made available by Docebo relating to data security and making an independent determination as to the provisions of the DPA in relation to the provision of the Services meets Company's requirements and legal obligations, including the requirements of Article 28-3(h) of GDPR, as well as the obligations under this Addendum.

   i. Docebo will allow for and contribute to audits, including inspections, subject to the following conditions: Company may commission, at its own expenses, an independent expert, whose appointment shall be subject to Docebo's prior written approval; or to directly perform activities to check the measures

taken by Docebo, according to a methodology and timetable to be agreed upon between the Parties (acting reasonably and in good faith), and in accordance with Docebo's standard policy with respect to the conduct of audits.

ii. Subject to Docebo's prior written approval Company may conduct, directly or through third parties (whose appointment shall also be subject to Docebo's prior written approval), and at its own expenses, penetration tests and vulnerability scans. Docebo shall allow such activities according to a methodology and timetable that will be agreed upon between the Parties (acting reasonably and in good faith), and in accordance with Docebo's policy with respect to such penetration tests and vulnerability scans.

11. Transfers of Personal Data out of the EEA

11.1 Docebo makes available the transfer mechanisms listed below which shall apply, in the order of precedence as set out in Section 11.2, to any transfers of Personal Data under this DPA from the European Union, the EEA and Switzerland and the United Kingdom to countries which do not offer an adequate level of data protection within the meaning of Data Protection Laws of the European Union, the EEA [and Switzerland][and the United Kingdom], to the extent such transfers are subject to such Data Protection Laws:

1. Docebo's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications;

2. The Standard Contractual Clauses attached hereto as Annex C to this DPA.

11.2   The transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) Docebo's EU-U.S. and Swiss-U.S. Privacy Shield Framework selfcertifications and, (2) the Standard Contractual Clauses.

11.3   Where the Parties have agreed to implement the Standard Contractual Clauses Company agrees that the Standard Contractual Clauses, including any claims arising from them, are subject to the terms set out in the Agreement, including any exclusion and limitation of liability provisions. In any case of conflict between the Agreement and the Standard Contractual Clauses, the latter shall prevail.

11.4   Company agrees that Docebo and its Sub-processors may carry out data processing operations in countries that are outside of the EEA. This will apply even where Company has agreed with Docebo to host Personal Data in the EEA if such non-EEA processing is necessary to provide support-related or other services requested by Company. Specifically, Company agrees that the provision of support services, as set out in the Agreement, may require access to Company Personal Data by Docebo's operators from EU or USA and Canada. In the case of any non-EEA processing, the transfer of Personal Data will be subject to the transfer mechanisms set out in Section 11.2 above.

12. Nondisclosure

Company agrees that the details of this DPA are not publicly known and constitute Docebo's Confidential Information under the confidentiality provisions of the Agreement. If the Agreement does not include a confidentiality provision protecting Docebo Confidential Information and Company and Docebo or its Affiliates do not have a non-disclosure agreement in place covering this DPA, then Company will not disclose the contents of this DPA to any third party except as required by law.

13. Assistance on Data Protection Impact Assessment

13.1 Docebo shall provide Company with reasonable cooperation and assistance in connection with any data protection impact assessment related to Company's use of the Services (as required in accordance with Article 35 of GDPR), to the extent Company does not otherwise have access to the relevant information, and to the extent such information is available to Docebo.

13.2 Docebo shall provide Company with such reasonable assistance in connection with requests from the Supervisory Authority in connection with the processing of Company Personal Data in accordance with Article 36 of GDPR.

13.3 Any costs arising from the provision of assistance by Docebo under this Section 13 shall be borne by Company. Docebo shall provide an estimate of any such costs which shall be agreed in writing by the Parties.

14. Liability

14.1 Docebo's liability under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement.

15. Entire Agreement

15.1 This DPA supersedes and replaces all prior representation, understanding, communications and agreements between the Parties in relation to the matter of this DPA.

16. Annexes

Annex A: "Information Protection and Security Standard"

The annex is available at this link : https://www.docebo.com/tos/Docebo_DPA_Annex_A_EN.pdf.

Annex B: "Other type of Personal Data and other categories of Data Subjects"

Other than those specified in the section 2.6 of this DPA will be involved in the processing:

- The following types of Personal Data: _____
- The following categories of Data Subjects: _____

Annex C: "Standard Contractual Clauses"

The annex is available at this link: https://www.docebo.com/tos/Docebo_DPA_Annex_C_EN.pdf.

Annex D: "Sub-processors list"

The annex is available at this link: https://tos.docebo.com/Docebo-sub-processors-list.pdf