

**SAP PartnerEdge Build  
On Premise Schedule**

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

**Whereas**, Partner wants to (1) exchange data between Partner Solution and an SAP Solution; and/or (2) market and resell licenses of the Software solely as part of a Bundled Solution.

**Now therefore**, the Parties agree as follows:

**1. DEFINITIONS**

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

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

**2. INCORPORATION BY REFERENCE**

- 2.1. This SAP PartnerEdge Schedule and any Order Form issued pursuant to this SAP PartnerEdge Schedule are governed by and incorporates the following documents current in effect as of effective date of this SAP PartnerEdge Schedule, including all exhibits, appendices, schedules, annexes, amendments, addenda and any other documents attached to, or incorporated by reference into this SAP PartnerEdge Schedule and/or the following documents.
- 2.2. Partner confirms that he had access to all parts of and read the agreements listed in this Section 2 and the table below and will comply with the terms and conditions of these agreements. Partner further confirms that he has signed the Build Master Partner Agreement. SAP recommends Partner prints copies of the agreements referred to in this 2 (Incorporation by reference) its own records. Upon written request by Partner, SAP will send copies of these documents to Partner.

| Agreement  | Location  |
|--|---|
| SAP PartnerEdge Schedule (including all exhibits and schedules attached)   |   |
| Schedule A of this Build Schedule: SAP PartnerEdge Build Software Use Rights (“ <b>Software Use Rights</b> ”)  | <a href="https://www.sap.com/about/agreements/leveled-partner-agreements.html">https://www.sap.com/about/agreements/leveled-partner-agreements.html</a>   |
| Schedule B of this SAP PartnerEdge Schedule: SAP PartnerEdge Build Support Schedule for OnPremise Software (“ <b>SAP Support Schedule</b> ”)   | <a href="https://www.sap.com/about/agreements/leveled-partner-agreements.html">https://www.sap.com/about/agreements/leveled-partner-agreements.html</a>   |
| Schedule C of this SAP PartnerEdge Schedule: The Personal Data Processing Agreement for SAP Support and Professional Services (“ <b>Data Processing Agreement</b> ”) for Ireland, and Schedule C-1 Partner Supplement to DPA (“ <b>DPA Partner Supplement</b> ”)<br><br>Schedule C and C-1 will serve as a commissioned written data processing agreement. | Data Processing Agreement:<br><a href="https://www.sap.com/about/agreements/data-processing-agreements.html?tag=agreements:data-processing-agreements/support-professional-services&amp;tag=language:english">https://www.sap.com/about/agreements/data-processing-agreements.html?tag=agreements:data-processing-agreements/support-professional-services&amp;tag=language:english</a><br><br>DPA Partner Supplement: Attached to this SAP PartnerEdge Schedule. |
| Schedule D of this SAP PartnerEdge Schedule: SAP PartnerEdge Build OnPremise Specific Terms and Conditions for Ireland (“ <b>SAP PartnerEdge Model</b> ”)  | <a href="https://www.sap.com/about/agreements/leveled-partner-agreements.html">https://www.sap.com/about/agreements/leveled-partner-agreements.html</a>   |

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|--|---|
| Schedule E of this SAP PartnerEdge Schedule: SAP PartnerEdge Build General Terms and Conditions for Ireland (" <b>GTC</b> ")   | As referenced and agreed by the parties in the Build Master Partner Agreement . |
| Schedule F of this SAP PartnerEdge Schedule: SAP PartnerEdge Build Master Partner Agreement executed between SAP and Partner (" <b>Build Master Partner Agreement</b> ") | As mutually executed by the parties.  |

### 3. **TERM**

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

### 4. **PAYMENT AND INVOICES**

SAP will invoice Partner, and Partner will pay the license and other fees due for Software set forth in the Order Form in accordance with the SAP PartnerEdge Model and the SAP PartnerEdge Build GTC. SAP may provide invoices to an email address provided by Partner.

### 5. **TERRITORY**

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

### 6. **DELIVERY**

Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Partner's location at Partner's address indicated in this Build Schedule ("Delivery Location"). Partner confirms that it has access to SAP Support Portal as required to download the Software licensed under this SAP PartnerEdge Schedule.

### 7. **SAP SUPPORT FOR ON-PREMISE LICENSES**


- 7.1. SAP Support. SAP provides SAP Support to Partner in support of its Customers for Software distributed to such Customers, and/or for Software licensed by Partner used for ASP Services, in each case, where Partner has paid the applicable SAP Support fees.
- 7.2. Annual SAP Support for On-Premise Customers. For each Customer that elects to subscribe to support from Partner, Partner will pay SAP an annual SAP Support fee as outlined in the Price List. The initial SAP Support term will commence as of the first day of the month following the date each Customer purchases a license for Software and will continue for a twelve-month period.
- 7.3. SAP Support Renewal. Partner will pay all applicable SAP Support fees twelve months in advance. SAP Support will be automatically renewed for subsequent twelve-month terms after the initial SAP Support term or renewals thereof. The annual SAP Support fee is subject to change once during a calendar year upon three (3) months' notice to Partner. SAP Support with respect to the On-Premise licenses purchased by each Customer may be terminated by either party with 3 months written notice (i) prior to the end of the initial SAP Support term, and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current SAP Support period during which the termination notice is received by the respective party. Notwithstanding the foregoing, SAP may terminate SAP Support after one month written notice of Partner's failure to pay the applicable SAP Support fees. Should Partner order SAP Support after (i) electing not to subscribe to SAP Support with the purchase of any Software license or (2) SAP Support termination, Partner shall pay a fee equal to the fees that Partner would have paid for SAP Support commencing from the license purchase date or the SAP Support termination date, as applicable, plus a reinstatement fee, in addition to annual SAP Support fees due for SAP Support covering the term following reinstatement.

### 8. **PRIOR SAP PARTNEREDGE SCHEDULE**

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

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

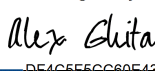
Accepted By:  
**SAP Solutions**  
(SAP)

DocuSigned by:  


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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted By:  
**AppDynamics LLC**  
(Partner)

DocuSigned by:  


DF4C6F5CC60E435...

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE C-1**  
**PARTNER SUPPLEMENT**  
**TO**  
**DATA PROCESSING AGREEMENT**  
**("Partner Supplement")**

1. Partner has had the opportunity to review the Personal Data Processing Agreement for SAP Support and Professional Services and the incorporated documents, including this document ("**DPA**") prior to executing this Partner Supplement. SAP recommends that Partner prints copies of the DPA for Partner's records. Upon written request by Partner, SAP will send copies of these documents to Partner.

2. The DPA shall apply subject to the following provisions:

Partner and SAP have entered into the Agreement where SAP grants Partner the right to provide support services to its own direct or indirect customers ("**End Customers**").

In accordance with the Agreement, SAP will provide certain support services to Partner and – on behalf of Partner – to End Customers, which may include the processing of, and/or access to, Personal Data controlled by End Customers.

Any such processing of Personal Data requires the prior entry into a data processing agreement between all parties of the data processing chain: i.e. (i) this Data Processing Agreement between Partner and SAP, (ii) a data processing agreement between Partner and its End Customer or if applicable, reseller or distributor, and (iii), if applicable, a data processing agreement between Partner's reseller or distributor and the ultimate End Customer.

The DPA includes the general principles of data processing in connection with support services provided by SAP. The terms of the DPA were initially intended to apply only between SAP and its direct customers, however, now the DPA will also serve as the basis for the data protection obligations of the parties in this sub-processing situation. The DPA is adjusted and clarified as further stated in Section 3 below, in order to reflect that the Partner is not the data controller of the End Customer data.

3. Partner must enter into data processing agreements with its End Customers ("**End-User DPA**") which allow Partner to use SAP as a sub-processor of Personal Data as follows.

- a) To the extent Personal Data controlled by End Customers whether or not established in the EEA is processed by SAP and its Subprocessors within the territory of the EEA, Partner shall pass on the terms of the DPA back-to-back to its End Customers and must contractually require (i) its End Customers to pass on such terms back to back to other Controllers who have been authorized by End Customer to receive Support Services under Partner's end user agreement with such End Customer ("**End User Agreement**") , except for Section 7.2(b)-(c) of the DPA and (ii) anyone its authorizes to resell the SAP Services, to pass on such terms back to back to their customers.
- b) Regarding Section 7.2 (b)-(c) of the DPA, if Personal Data controlled by End Customers or Other Data Controllers established within the EEA is processed by SAP and its Subprocessors outside of the EEA, Partner must include language in its End-User DPA (and require that its End Customers include it in their data processing agreements) that (i) such End Customers or Other Data Controllers accede to the Standard Contractual Clauses between SAP SE and its relevant Non-EU Subprocessors ("**Accession Model**") by executing the End-User DPA,. Partner must also include language identical to or with similar effect as this Section b) clarifying that other Controllers who have been authorized by End Customer to receive support service under the End User Agreement may also enter into Standard Contractual Clauses with SAP and/or the relevant Subprocessors in the same manner as End Customer in accordance with this Section 3.
- c) Partner shall serve as a single point of contact for SAP and is solely responsible for the internal coordination, review and submission of instructions or requests of all End Customers to SAP. SAP shall be discharged of its obligation to inform or notify an End Customer when it has provided such information or notice to Partner.
- d) Both Partner and End Customers may request audit reports or may audit SAP as further detailed in Section 5 of the DPA.

4. Section 1.4 of the DPA is amended and restated as follows:

"Governance. SAP acts as a subprocessor, Partner act as a Processor and those entities that it permits to include Personal Data in systems accessible by SAP when performing the SAP Service act as Controllers under the DPA. Partner act as a single point of contact and is solely responsible for obtaining any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable

approval by Controllers to use SAP as a subprocessor. Authorizations, consent, instructions or permissions are provided by Customer and any other Controller. Where SAP informs or gives notice to Partner, such information or notice is deemed received by those Controllers permitted by Partner to include Personal Data and it is Partner's responsibility to forward such information and notices to the relevant Controllers

5. With regard to the DPA between SAP and Partner the following changes apply:

a) The following definitions will be replaced:

"Customer" and "Licensee" by the definition "Partner".

b) The following definition(s) will be included under Section 9 (Definitions):

"EEA" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

"Controller" means the natural or legal person, public authority, agency or other body, which alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Partner acts as Processor for another Controller in relation to SAP, Partner will have the same rights as Controller under this DPA."