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Contents

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1.34 strip-ansi 6.0.1

1.34.1 Available under license

1.35 json-cpp 1.9.5

1.35.1 Available under license

1.36 debug 4.3.4

1.36.1 Available under license

1.37 https-proxy-agent 5.0.1

1.37.1 Available under license

1.38 yargs-parser 21.1.1

1.38.1 Available under license

1.39 emoji-regex 8.0.0

1.39.1 Available under license

1.40 cliui 8.0.1

1.40.1 Available under license

1.41 long 5.2.3

1.41.1 Available under license

1.42 @opentelemetry/sdk-trace-base 1.10.1

1.42.1 Available under license

1.43 @opentelemetry/sdk-metrics 1.10.1

1.43.1 Available under license

1.44 @opentelemetry/context-async-hooks 1.10.1

1.44.1 Available under license

1.45 @opentelemetry/exporter-trace-otlp-proto 0.36.1

1.45.1 Available under license

1.46 @opentelemetry/api 1.4.1

1.46.1 Available under license

1.47 @opentelemetry/resources 1.10.1

1.47.1 Available under license

1.48 @opentelemetry/otlp-exporter-base 0.36.1

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1.49 @opentelemetry/otlp-proto-exporter-base 0.36.1

1.49.1 Available under license

1.50 @opentelemetry/core 1.10.1

1.50.1 Available under license

1.51 @opentelemetry/semantic-conventions 1.10.1

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1.52 @opentelemetry/otlp-transformer 0.36.1

1.52.1 Available under license

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1.53.1 Available under license

1.54 protobuf 14.0.0

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1.55 protobuf 17.0.1

1.55.1 Available under license

1.56 protobuf 15.0.0

1.56.1 Available under license

1.57 protobuf 16.0.0

1.57.1 Available under license

1.58 semver 7.5.4

1.58.1 Available under license

1.59 @grpc/proto-loader 0.7.10

1.59.1 Available under license

1.60 yallist 4.0.0

1.60.1 Available under license

1.61 undici-types 5.26.5

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1.64 @opentelemetry/core 1.18.1

1.64.1 Available under license

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1.66.1 Available under license

1.67 @opentelemetry/api-logs 0.45.1

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1.37 https-proxy-agent 5.0.1

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https-proxy-agent
================

> Temporary fork that fixes the issue [#52](https://github.com/TooTallNate/node-https-proxy-agent/issues/52).

An HTTP(s) proxy `http.Agent` implementation for HTTPS
[![Build Status](https://github.com/TooTallNate/node-https-proxy-
agent/workflows/Node%20CI/badge.svg)](https://github.com/TooTallNate/node-https-proxy-
agent/actions?workflow=Node+CI)

This module provides an `http.Agent` implementation that connects to a specified
HTTP or HTTPS proxy server, and can be used with the built-in `https` module.

Specifically, this `Agent` implementation connects to an intermediary "proxy"
server and issues the [CONNECT HTTP method][CONNECT], which tells the proxy to
open a direct TCP connection to the destination server.

Since this agent implements the CONNECT HTTP method, it also works with other
protocols that use this method when connecting over proxies (i.e. WebSockets).
See the
 "Examples" section below for more.

Installation

Install with `npm`:

``` bash
$ npm install https-proxy-agent
```


Examples

`https` module example

```js
var url = require('url');
var https = require('https');
var HttpsProxyAgent = require('https-proxy-agent');

// HTTP/HTTPS proxy to connect to
var proxy = process.env.http_proxy || 'http://168.63.76.32:3128';
console.log('using proxy server %j', proxy);

// HTTPS endpoint for the proxy to connect to
var endpoint = process.argv[2] || 'https://graph.facebook.com/tootallnate';
console.log('attempting to GET %j', endpoint);
var options = url.parse(endpoint);

// create an instance of the `HttpsProxyAgent` class with the proxy server information
var agent = new HttpsProxyAgent(proxy);
options.agent = agent;

https.get(options, function (res) {
 console.log('"response" event!', res.headers);
 res.pipe(process.stdout);
});
```

`ws` WebSocket connection example

```js
var url = require('url');
var WebSocket
 = require('ws');
var HttpsProxyAgent = require('https-proxy-agent');

// HTTP/HTTPS proxy to connect to
var proxy = process.env.http_proxy || 'http://168.63.76.32:3128';
console.log('using proxy server %j', proxy);

// WebSocket endpoint for the proxy to connect to
var endpoint = process.argv[2] || 'ws://echo.websocket.org';
var parsed = url.parse(endpoint);
console.log('attempting to connect to WebSocket %j', endpoint);

// create an instance of the `HttpsProxyAgent` class with the proxy server information
var options = url.parse(proxy);

var agent = new HttpsProxyAgent(options);
```

```
// finally, initiate the WebSocket connection
var socket = new WebSocket(endpoint, { agent: agent });

socket.on('open', function () {
 console.log('"open" event!');
 socket.send('hello world');
});

socket.on('message', function (data, flags) {
 console.log('"message" event! %j %j', data, flags);
 socket.close();
});
```

API
---

new HttpsProxyAgent(Object options)

The `HttpsProxyAgent` class
 implements an `http.Agent` subclass that connects
to the specified "HTTP(s) proxy server" in order to proxy HTTPS and/or WebSocket
requests. This is achieved by using the [HTTP `CONNECT` method][CONNECT].

The `options` argument may either be a string URI of the proxy server to use, or an
"options" object with more specific properties:

 * `host` - String - Proxy host to connect to (may use `hostname` as well). Required.
 * `port` - Number - Proxy port to connect to. Required.
 * `protocol` - String - If `https:`, then use TLS to connect to the proxy.
 * `headers` - Object - Additional HTTP headers to be sent on the HTTP CONNECT method.
 * Any other options given are passed to the `net.connect()`/`tls.connect()` functions.

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[CONNECT]: http://en.wikipedia.org/wiki/HTTP_tunnel#HTTP_CONNECT_Tunneling

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* /opt/cola/permits/1307940101_1649962714.49/0/https-proxy-agent-5-0-1-tgz/package/README.md

1.38 yargs-parser 21.1.1
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1.44 @opentelemetry/context-async-hooks 1.10.1

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1.47 @opentelemetry/resources 1.10.1

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express or implied.\n * See the License for the specific language governing permissions and\n * limitations under
the License.\n */\n\nimport { promises as fs } from 'fs';\nimport { execAsync } from './execAsync';\nimport { diag }
from '@opentelemetry/api';\n\nexport async function getMachineId(): Promise<string> {\n try {\n   const result =
await fs.readFile('/etc/hostid', { encoding: 'utf8' });\n   return result.trim();\n } catch (e) {\n   diag.debug(`error
reading machine id: ${e}`);\n }\n\n try {\n   const result = await execAsync('kenv -q smbios.system.uuid');\n
return result.stdout.trim();\n } catch (e) {\n   diag.debug(`error reading machine id: ${e}`);\n }\n\n return
'';\n}\n"]}

1.48 @opentelemetry/otlp-exporter-base 0.36.1

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1.51 @opentelemetry/semantic-conventions 1.10.1

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1.57 protobuf 16.0.0

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1.58 semver 7.5.4

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1.60 yallist 4.0.0

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1.62 @opentelemetry/sdk-metrics 1.18.1
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1.63 @opentelemetry/resources 1.18.1

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the License.\n */\n\nimport { promises as fs } from 'fs';\nimport { execAsync } from './execAsync';\nimport { diag }
from '@opentelemetry/api';\n\nexport async function getMachineId(): Promise<string> {\n try {\n   const result =
await fs.readFile('/etc/hostid', { encoding: 'utf8' });\n   return result.trim();\n } catch (e) {\n   diag.debug(`error
reading machine id: ${e}`);\n }\n\n try {\n   const result = await execAsync('kenv -q smbios.system.uuid');\n
return result.stdout.trim();\n } catch (e) {\n   diag.debug(`error reading machine id: ${e}`);\n }\n\n return
";\n}\n"]}

1.64 @opentelemetry/core 1.18.1

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1.65 @opentelemetry/sdk-trace-base 1.18.1

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1.68 @opentelemetry/otlp-grpc-exporter-base 0.45.1

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1.70 @opentelemetry/semantic-conventions 1.18.1

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1.77 libzip v1.10.1

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1.78 zlib 1.3.1

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1.79 boost 1.84.0

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1.80 @types/node 20.11.16

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1.81 openssl 3.0.13

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/opt/cola/permits/1899965984_1707259742.364137/0/openssl-3-0-13-tar-1-gz/openssl-3.0.13.tar[1]: binary file matches

Found in path(s):
* /bin/grep

1.82 escalade 3.1.2

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1.83 appdynamics 24.1.0

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Affiliate means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with such party, or which is a
wholly owned subsidiary of such party, where control means owning, directly or indirectly, at least 51% of the equity securities or equity interests of such entity.

(a) End User Affiliates will have the right to make purchases pursuant to this Agreement by executing an Order Form (or issuing a purchase order referencing an Order Form) and agreeing to be bound by this Agreement. Where an Affiliate makes a purchase pursuant to this Agreement, references to each party in the Agreement shall be read as references to the Affiliate of each party stated on the Order Form. If an End User Affiliate purchases under this Agreement, then a separate Agreement will be deemed made between AppDynamics (or its Affiliate, as applicable) and such End User Affiliate.

(b) End User may also permit Affiliates to use the Software provided that: (1) End User shall procure that its Affiliates comply with the terms of this Agreement, and End User shall remain liable for all acts and omissions of its Affiliates;
(2) only End User may bring actions against AppDynamics with respect to any losses, damage or liabilities suffered or incurred by any Affiliate caused by the Software; and (3i) the exclusions and limitations of liability in this Agreement will apply to End User and End User Affiliates as a whole, so that they apply to all liabilities incurred under or in connection with this Agreement by AppDynamics to End User and End User Affiliates in aggregate.

1.5 MAINTENANCE AND SUPPORT.

Support is defined as AppDynamics' obligations to respond to support requests as described in Exhibit A (Enterprise Support). Maintenance has the meaning given in the Exhibit A. Subject to End Users payment of the fees set forth in the applicable Order Form(s), AppDynamics will (a) provide Maintenance and Support for the Software; and (b) solely if End User has purchased access to the software-as-a-service version of the Software, provide Availability (as defined in Exhibit B) in accordance with Exhibit B
 (Availability). For time-limited licenses for the Software (as set forth in an Order Form, Subscription Licenses), the fees for Maintenance and Support are included in the fees for the Software. For perpetual licenses, (a) AppDynamics shall invoice End User the applicable fees for Maintenance and Support (Maintenance and Support Fees) upon execution of the Order Form, and (b) subject to payment of the Maintenance and Support Fees, AppDynamics will provide Support for the Maintenance and Support period set forth in the Order Form (the Maintenance and Support Term). If Maintenance and Support terminates with respect to any perpetual licenses, then End User may reinstate Maintenance and Support on payment of the cumulative Maintenance and Support Fees applicable for the period during which Maintenance and Support lapsed, plus Maintenance and Support Fees for the reinstated Maintenance and Support Term.

1.6 SERVICES.

AppDynamics will provide training, enablement and/or other services described
 in an Order Form (or statement of work referencing this Agreement), if any (Services). The license in Section 1.1 applies to any educational, training and other informational materials resulting from the Services. All Services will be rendered on a time and materials basis. AppDynamics will not exceed the total time purchased without prior written approval from End User. If not used, pre-purchased Services and expenses expire 12 months after the date purchased (unless otherwise agreed in the applicable Order Form). End User agrees to provide reasonable cooperation and information as necessary to permit AppDynamics to perform the Services. End User will reimburse AppDynamics for travel and expenses (at cost) incurred in connection with the Services (if any) by the Invoice Due Date (as defined below). Services will be performed on business days (a business day means Monday through Friday, excluding national holidays, during working hours, in the location where the Services are delivered).
 Saturday Services, and hours worked during the week that exceed the local working hours in a week, will only be worked with prior approval from End User and will be charged at 1.5 x the agreed rate. Services performed on Sundays or national holidays will be charged at 2 x the agreed rate. If End User cancels or delays any scheduled Services less than ten business days before the start date of such Services, then AppDynamics will use reasonable efforts to reallocate the resource for the cancelled Services. If AppDynamics is unable to reallocate such resources AppDynamics may deduct from End User's pre-paid Services (or End User will pay for) the amount of Services that were scheduled in any of the ten business days following the date of cancellation (or notification of the delay, as applicable), and End User will fully reimburse AppDynamics for any reasonable travel and expenses incurred by AppDynamics for such Services (and for any Services rescheduled by End User) for which
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1.7 EXPORT.

The Software and Documentation are subject to local and extraterritorial export control laws and regulations. Each party will comply with such laws and regulations governing use, export, re-export, and transfer of the Software and Documentation and will obtain all required local and extraterritorial authorizations, permits or licenses.

2. FEES.

2.1 PRICING.

End User will be invoiced for the amounts and set forth in an Order Form (the Fees). If End Users usage of the Software is in excess of those amounts set forth in the Order Form, End User may be billed for those overages. If AppDynamics believes in good faith that End Users usage of the Software exceeds that set forth on the applicable Order Form, for on-premises deployments, End User agrees to report to AppDynamics (or allow AppDynamics to audit) the quantity of Software license units used by End User, upon at least three business days notice. AppDynamics may monitor at any
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2.2 PAYMENTS.

End User shall pay invoices within 30 days of the invoice date (the Invoice Due Date). All payment obligations are non-cancelable and all amounts paid are non-refundable, except as otherwise set forth in this Agreement. The Fees are exclusive of any relevant local sales taxes for which End User shall be responsible. AppDynamics shall have no responsibility for any Fees that are not received due to inaccurate or missing information provided by End User. End User shall pay interest on all payments not received by the Invoice Due Date at a rate of 1% per month or the maximum amount allowed by law, whichever is lesser. All amounts due under this Agreement shall be paid by End User in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If requested by AppDynamics, End User will obtain and furnish
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3.2 This Section 3 will not apply to information that the Receiving Party can document: (a) was rightfully in its

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3.3 EQUITABLE RELIEF.

The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Partys Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party may seek appropriate equitable relief in addition to whatever
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7.3 INDEMNIFICATION REQUIREMENTS.

The following are conditions to any claim for indemnification under this Section 7. The indemnified party must promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify, provided, that the failure
 to provide such notice shall not relieve the indemnifying party of its obligations under this Section 7, except to the extent that such failure materially prejudices the indemnifying partys defense of such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall control the defense and all negotiations related to the settlement of any such claim. Any such settlement intended to bind either party shall not be final without the other partys written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that, End Users consent shall not be required when AppDynamics is the indemnifying party if the settlement involves only the payment of money by AppDynamics.

8. LIMITATION OF LIABILITY.

8.1 Subject to Section 8.3, in no event shall either party be liable for any indirect, incidental, special, punitive or consequential damages, including damages for loss of revenues or profits, loss
 of use, business interruption, or loss of data, whether in an action in contract or tort (including negligence), even if the other party has been advised of the possibility of such damages.

8.2 Subject to Section 8.1 and 8.3, neither partys liability for any damages (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise) under this agreement shall exceed an amount equal to 100% of the total fees paid (plus Fees payable) to AppDynamics during the 12 months immediately preceding the claim giving rise to such damages. This limitation of liability is aggregate and not per incident. If End User has made an upfront payment of Fees for the entire License Term, the 100% cap shall be calculated by using 12 times the pro rata monthly fee of the fees paid upfront. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.

8.3 Nothing in this Agreement will limit or exclude either partys liability for: (a)
 any other matter which by law may not be excluded or limited; (b) in the case of End User, for (1) breach of Section 1.2 (c); and (2) payment of the Fees.

9. FORCE MAJEURE.

Except for payment obligations, neither party hereto will be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any government or governmental agency, fires, earthquakes, floods, other natural disasters, accidents, or other unforeseeable causes beyond its reasonable control and not due to its fault or

negligence.

10. DATA COLLECTION.

10.1 Subject to AppDynamics compliance with data protection laws applicable to it, End User acknowledges that AppDynamics may collect information generated by instrumentation and logging systems created through the use and operation of the Software which AppDynamics may use for its internal business purposes.If End User provides AppDynamics with any personally identifiable information (PII), End User represents and warrants that such information
 has been collected in accordance with the provisions of all applicable data protection legislation and that End User has all right and consents necessary to provide such PII to AppDynamics.

10.2 If End User is subject to Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the terms of Exhibit C shall apply.

11. US GOVERNMENT MATTERS.

As defined in FAR section 2.101, the Software and Documentation are commercial items and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be commercial computer software and commercial computer software documentation. Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the
 U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12. MISCELLANEOUS.

This Agreement shall be governed by and construed under the laws of the State of California, U.S.A. Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect. This Agreement and its exhibits, together with the Order Form(s) and any statements of work incorporating this Agreement, if applicable, represent the entire agreement between the parties and supersede
 any previous or contemporaneous oral or written agreements or communications regarding the subject matter of this Agreement. The person signing or otherwise accepting this Agreement for each party represents that s/he is duly authorized by all necessary and appropriate corporate action to enter this Agreement. Any modification to this Agreement must be in writing and signed by a duly authorized signatory of both parties and no previous, contemporaneous or future oral statements will be deemed to modify this Agreement. Neither the Uniform Commercial Code (UCC) nor the Uniform Computer Information Transactions Act (UCITA) will apply to this Agreement. This Agreement shall control over additional or different terms of any purchase order, confirmation, invoice, statement of work or similar document (other than an AppDynamics Order Form, which will take precedence), even if accepted in writing by both parties, and waivers and amendments to this Agreement shall be effective only if made
 by non-pre-printed agreements clearly understood by both parties to be an amendment or waiver to this Agreement. For purposes of this Agreement, including means including without limitation. The rights and remedies of the

parties hereunder will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Software. AppDynamics reserves the right to perform its obligations from locations and/or through use of affiliates and subcontractors, worldwide, provided that AppDynamics will be responsible for such parties. End User may not assign this Agreement without the prior written approval of AppDynamics and any purported assignment in violation of this section shall be void; AppDynamics may assign, transfer or subcontract this Agreement in whole or in part. Upon any assignment of this Agreement by End

User that is approved by AppDynamics, any licenses that contain an unlimited aspect will, with respect to End User or the successor entity, as applicable, be capped at the number of authorized Software units in use immediately prior to such assignment. End User agrees that AppDynamics may refer to End User by its trade name and logo, and may briefly describe End Users business, in AppDynamics marketing materials and website. AppDynamics may give notice to End User by electronic mail to End Users email address on record in End Users account information, or by letter sent by nationally recognized overnight delivery service to End Users address on record in End Users account information. End User may give notice to AppDynamics at any time by letter sent by nationally recognized overnight delivery service or first class postage prepaid mail to AppDynamics at the following address or such other address as may be notified to End User from time to time: AppDynamics, 303 Second Street, North

Tower, 8th Floor, San Francisco, CA 94107, Attn: Legal Department. Notice under this Agreement shall be deemed given: (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by email; (c) the next business day after it is sent, if sent by first class postage prepaid post; (d) five business days following postage if sent by pre-paid mail; and (e) upon receipt, if sent by certified or registered mail, return receipt requested.

EXHIBIT A

ENTERPRISE SUPPORT

GENERAL REQUIREMENTS.

AppDynamics will provide access to a ticketing system that will be available 24 hours per day, seven days per week. The ticketing system will be maintained by qualified support specialists, who shall provide technical support regarding the Software.

ERROR CLASSIFICATION.

Any reported errors are classified in the following manner, in each case when caused by the Software:

Error Classification Criteria
==================== ========
Urgent   End User
 production application is down or there is a
                major malfunction, resulting in a business revenue loss and
                impacting the End User application functionality for a
                majority of users.

High   Critical loss of End User application functionality or
                performance, impacting the application functionality for a
                high number of users.

Normal   Moderate loss of End User application functionality or
performance, impacting multiple users.

Low   Minor loss of End User application functionality or
product feature in question.

ERROR DEFINITION.

An error means a reproducible malfunction in the Software that is reported by End User through AppDynamics ticketing system that prevents the Software from performing in accordance with the operating specifications described in the then-current Documentation.

AUTHORIZED
SUPPORT CONTACTS.

Maintenance and Support will be provided to End Users designated support contacts.

END USERS OBLIGATION TO ASSIST.

If End User reports a purported error in the Software to AppDynamics, AppDynamics ticketing system will request the following minimum information:
A general description of the operating environment
A list of all hardware components, operating systems and networks
A reproducible test case
Any log files, trace and systems files

End Users failure to provide this information may prevent or significantly delay AppDynamics ability to identify and fix the reported error. AppDynamics time to respond to any error will begin when AppDynamics has received all requested information from the End User and is able to reproduce the error.

ERROR RESOLUTION.

If AppDynamics determines there is an error in the Software, AppDynamics may, at its sole option, repair that error in the version of the Software that End User is currently using or instruct End User
 to install a newer version of the Software with that error repaired. AppDynamics reserves the right to provide End User with a workaround in lieu of fixing an error.

MAINTENANCE. Provided End User is current on Fees AppDynamics will make available to End User updates and upgrades to the Software that it, in its sole discretion, makes generally commercially available to all customers.

RESPONSE TIME. AppDynamics shall respond to error tickets in accordance with the tables set forth below. AppDynamics will use reasonable means to repair the error and keep End User informed of progress. AppDynamics makes no representations as to when a full resolution of the error may be made.

Error	Initial Response	Manager Escalation	VP Escalation	Email Status Updates
=====	================	==================	=============	====================
Urgent	1 Hour	1 Business Day	1 Week	Daily
High	6 Hours	1 Week	2 Weeks	Weekly
Normal	1 Business Day	Quarterly Review	None	None
Low	2 Business Days	Semi-Annual Review	None	None

MAINTENANCE AND SUPPORT POLICY: The Maintenance and Support policy is as follows:

AppDynamics provides Maintenance and Support for each version of the Software for a period of 12 months after the generally available release of the next major version of the Software (a major release is a change in the first number to the right of the decimal point). For example, if version 4.1 is released on January 1, 2015, then AppDynamics will provide Maintenance and Support for version 4.0 until January 1, 2016. AppDynamics does not provide Maintenance or Support for any customized software (or components thereof).

For third party software or technology used by End User with the Software but not included with the Software (a Platform, such as Java Virtual Machines), AppDynamics will follow the end-of-life (EOL) support timeline announced by the third party
 vendor of such Platform. AppDynamics will stop providing Maintenance and Support for an EOLd Platform version when the Platform vendor stops providing maintenance and support for that Platform version.

EXHIBIT B
AVAILABILITY

The terms set forth in this Exhibit B apply only if End User has purchased access to the online software-as-a-service (SaaS) version of the Software, as indicated on the Order Form.

AVAILABILITY.

AppDynamics will provide Availability (as defined below) of 99.5% (the Availability SLA), excluding situations identified as Exclusions below. For purposes of the Availability SLA, the AppDynamics network extends to, includes and terminates at the data center located router that provides the outside interface of each of AppDynamics WAN connections to its backbone providers (the AppDynamics Network). A report on the actual Availability is located at https://status.appdynamics.com. The Controller is the central repository and analytics engine where all performance data
 is stored, baselined, and analyzed.

Exclusions means any outage that results from any of the following:
a. Any Maintenance performed by AppDynamics during AppDynamics standard Maintenance windows. AppDynamics will notify End User within 48 hours of any standard Maintenance and within 24 hours for other non-standard emergency Maintenance (collectively referred to herein as Scheduled Maintenance).

b. End Users information content or application programming, or the acts or omissions of End User or its agents, including, without limitation, the following:

1. End Users use of any programs not supplied by AppDynamics;

2. End Users failure to provide AppDynamics with reasonable prior written notice of any significant deployments of new nodes or change in configurations resulting in greater than 30% change in a one week period or greater than 50% change in a month in the number of key objects collected; or

3. End Users failure to upgrade AppDynamics application server and machine
software agents (the Agents) to a supported version (i.e. that has not been end of lifed by AppDynamics)

c. Failures of the Internet backbone itself and the network by which End User connects to the Internet backbone or any other network unavailability outside of the AppDynamics Network, such as misconfigurations, proxies or firewalls.

d. Any problems resulting from End User combining or merging the Software with any hardware or software not supplied by AppDynamics or not identified by AppDynamics in the Documentation as being compatible with the Software.

e.End Users or any third partys use of the Software in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

If Availability falls below the Availability SLA in a given calendar quarter, AppDynamics will pay End User a service credit (Service Credit) as follows, corresponding to the actual Availability during the applicable calendar quarter (on pro-rated basis): if the Availability is 99.5% or greater, End User is
entitled to receive no credits; if the Availability is 97.0% - 99.49%, then End User is entitled to receive Service Credits equal to five percent of the fees for the applicable calendar quarter; if the Availability is 95.0% - 96.9%, then End User is entitled to receive Service Credits equal to ten percent of the fees for the applicable calendar quarter; and if the Availability is less than 95.0%, then End User is entitled to receive Service Credits equal to twenty percent of the fees for the applicable calendar quarter. receive Service Credits, End User must submit a written request to AppDynamics (to legal@appdynamics.com) within 15 days after the end of the quarter in which failure to meet Availability occurred, or End Users right to receive the relevant Service Credits will be waived. Such Service Credit will be issued as a credit against any fees owed by End User for the calendar quarter of the License Term after the request for a Service Credit, or, if End User does not owe any additional
fees, then AppDynamics will pay End User the amount of the applicable Service Credit within 30 days after the end of the calendar month in which End User has requested the Service Credit. The remedies stated in this section are End Users sole and exclusive remedies and AppDynamics sole and exclusive obligations for service interruption or unavailability.

Availability is measured by the following formula: (n - y) *100 / n

(1) n is the total number of minutes in the given calendar quarter minus the Exclusions (as defined above); and y is the total number of minutes in the given calendar quarter that the Controller is not accessible by End User (as determined by AppDynamics tools).

(2) Specifically excluded from n and y in this calculation are the Exclusions.

EXHIBIT C
DATA PROTECTION

This Exhibit shall apply to the processing of any personal data (each as defined below) by AppDynamics in the course of providing the SaaS (as defined below) version of the Software and/or support

to the End User.
Data Protection

The terms of this Exhibit apply only if: (i) End User is subject to Data Protection Law (as defined below); and (ii) End User has purchased access to the online software-as-a-service (SaaS) version of the Software, as indicated on the Order Form,

1. DEFINITIONS.

In this Exhibit, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data" and "processing" (and "process") shall have the meanings given in the Data Protection Law;

"Data Protection Law" shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); and

Standard Contractual Clauses shall mean the terms at https://trust.appdynamics.com/privacy/dataprotectionclauses which form part of this Exhibit pursuant the European Commission
Decision C(2010)593 of 5 February 2010.

2. RELATIONSHIP OF THE PARTIES.

End User (the controller) appoints AppDynamics as a processor to process the personal data described in Annex A (the "Data"). Each party shall comply with the obligations that apply to it under Data Protection Law.

3. PURPOSE LIMITATION.

AppDynamics shall process the Data as a processor as necessary to perform its obligations under this Agreement and strictly in accordance with the documented instructions of the End User (the "Permitted Purpose"), except where otherwise required by any law. Taking into account the nature of the processing and the Software, AppDynamics shall promptly, after becoming aware, inform End User if in AppDynamics opinion an instruction from or on behalf of End User infringes Data Protection Law.

4. INTERNATIONAL TRANSFERS.

Where End Users Controller is hosted on AppDynamics EU based SaaS platform, AppDynamics shall not transfer the Data (nor permit the Data to be transferred)
outside of the European Economic Area ("EEA") unless (i) it has first obtained the End User's prior written consent; and (ii) it takes measures to ensure the transfer is in compliance with Data Protection Law; and (iii) for the purposes of providing Support. The Standard Contractual Clauses will apply only to personal data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognised by the European Commission as providing an adequate level of protection for personal data (as described in the Data Protection Laws). The Standard Contractual Clauses will not apply if AppDynamics has adopted an alternative recognised compliance standard for the lawful transfer of personal data (as defined in the Data Protection Laws) outside the EEA.

5. CONFIDENTIALITY OF PROCESSING.

AppDynamics shall ensure that any person that it authorises to process the Data (including AppDynamics' staff, agents and subcontractors) (an "Authorised Person") shall be
 subject to a duty of confidentiality (whether a contractual duty or a statutory duty).

6. SECURITY.

The processor shall implement appropriate controls, including technical, organisational, and other measures, designed to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident").

7. SUBCONTRACTING.

AppDynamics shall not subcontract any processing of the Data to a third-party subcontractor without the prior written consent of the End User. Notwithstanding this, the End User consents to AppDynamics engaging third-party subcontractors to process the Data provided that: (i) AppDynamics provides at least 7 days' notice prior to the addition or removal of any subcontractor (including details of the processing it performs or will perform and the location of the subcontractor), which may be given by posting details of such addition or removal at the following URL: https://trust.appdynamics.com/privacy/subprocessors;
 (ii) AppDynamics imposes data protection terms on any subcontractor it appoints that protect the Data to the same standard provided for by this paragraph; and (iii) AppDynamics remains fully liable for any breach of this paragraph that is caused by its subcontractor. A list of approved subcontractors and subcontractor locations as at the date of this Agreement is at https://trust.appdynamics.com/privacy/subprocessors.   If the End User refuses to consent to AppDynamics' appointment of a third-party subcontractor on reasonable grounds relating to the protection of the Data, then End User may terminate this Agreement by giving no less than 30 days written notice.

8. DATA SUBJECTS' RIGHTS.

AppDynamics shall provide reasonable assistance to the End User (at the End User's expense) to enable the End User to respond to any request from a data subject to exercise any of its rights under Data Protection Law (including its rights of access, correction, objection,
 erasure and data portability, as applicable).

9. DATA PROTECTION IMPACT ASSESSMENT.

If the End User reasonably believes that AppDynamics' processing of the Data will result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform AppDynamics and AppDynamics shall, if requested by the End User, provide the End User with reasonable information to enable the End User to conduct a data protection impact assessment (taking into account the nature of the processing and the information available to AppDynamics).

10. SECURITY INCIDENTS.

Upon becoming aware of a confirmed Security Incident, AppDynamics shall inform the End User without undue delay and shall provide all such timely information and cooperation as the End User may reasonably require in order for the End User to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Data Protection Law. AppDynamics shall further take such measures

and actions as it considers necessary to remedy or mitigate the effects of the Security Incident and shall keep the End User informed in connection with the Security Incident.

11. DELETION OF DATA.

AppDynamics will effectively destroy all relevant Data along with any medium or document containing said Data within 14 days from receiving a written request from End User. Upon termination or expiry of this Agreement, AppDynamics will effectively destroy all Data within the time periods stated in the Licence Entitlements and Restrictions for the relevant version of the Software as set out at https://docs.appdynamics.com/display/PAA/Product+Announcements+and+Alerts+Home. AppDynamics shall send the End User written confirmation thereof on written request.

12. RETURN OF DATA.

AppDynamics provides End User with access to its Data in industry standard formats including CSV, XML, and JSON via REST API. End User may use the AppDynamics APIs to export its Data from the Software at any time. For
 more information, please see https://docs.appdynamics.com.

13. END USER AUDIT.

AppDynamics engages a qualified and independent third-party auditor to conduct semi-annual SOC 2 Type II audits in order to evaluate the adequacy of AppDynamics information security program. Each such audit results in the generation of an audit report (Report), which shall be AppDynamics Confidential Information. During the Licence Term, AppDynamics shall: (i) maintain SOC 2 Type II certification (or other industry-recognized successor certification); (ii) at End Users written request, not more than once per calendar year, provide End User with the then-current Report; and (iii) at End Users expense, promptly (taking into account the nature of the request and to the extent reasonably feasible from a technical perspective) comply with any request of End User for information (including any books and/or records) relating to the Software and/or Services as necessary for End User to enable it to comply with Data
 Protection Law or any request from a regulator. End User agrees that any audit and inspection rights it may have under Data Protection Law shall be satisfied by the obligations in this paragraph 13.

14. FURTHER SECURITY INFORMATION.

At End Users expense, AppDynamics shall further provide detailed written responses (on a confidential basis) to all reasonable requests for information made by End User, including responses to information security and audit questionnaires, that are necessary to confirm AppDynamics compliance with this Agreement.

15. REGULATOR AUDITS.

If a regulator wishes to carry out any audit or inspection of AppDynamics or its activities under this Agreement, End User shall provide AppDynamics at least 30 days advance notice of any audit, except where the regulator has given less notice to End User or AppDynamics. AppDynamics shall provide access for any audit or investigation by regulator(s) or law enforcement agent(s) as they require.

ANNEX A TO EXHIBIT C

SUBJECT
 MATTER OF PROCESSING

The extraction, collection, storage and analysis of Data generated by, and through, the use of End Users software applications.

Further information about what processing of Data each Software product can be used for can be found at www.appdynamics.com/product and in the Documentation.

DURATION OF PROCESSING

For the Licence Term of the SaaS Software licence.

NATURE AND PURPOSE OF PROCESSING

The Data will be processed by AppDynamics SaaS Software platform in order to improve the efficiency and functioning of monitored website(s), software and/or server(s) of End User.

The Software enables the End User to:
a. Measure and track response time, load, error rate, slow rate, and stalls for application transactions.
b. Auto-discover and map application tiers and services, and see the relationships between them.
c. Learn "normal" performance behavior and "normal" code execution paths for application transactions and application services over time so that anomalies
 can be detected automatically.
d. Follow the flow of application transactions across tiers and services (even in a highly distributed environment) to allow the identification of bottlenecks.
e. Identify the root cause of errors in applications.
f. View reports and obtain visibility into application performance for understanding the service levels of such applications.
g. View operational dashboards to help information technology teams understand the health and performance of application environments.
h. View agile release comparisons so that developers understand the business impact of application releases, for the purpose of identifying regression and learning from production deployments.

In the course of monitoring End Users website(s), software and/or server(s), AppDynamics will necessarily ingest and process the Data described above in this Annex A for the purpose of providing the Software and its functions.

TYPE OF PERSONAL DATA AND CATEGORIES OF PERSONAL DATA

Depending
 on the End Users configuration of the Software the following types and categories of personal data that might be collected are:

Personal details
Included in this category are classes of data which identify the data subject and their personal characteristics. Examples are names, addresses, job title, employer, contact details, age, sex, date of birth, physical descriptions, identifiers issued by public bodies, e.g. NI number.

Family, lifestyle and social circumstances
Included in this category are any matters relating to the family of the data subject and the data subjects lifestyle and social circumstances. Examples are details about current marriage and partnerships and marital history, details of family and other household members, habits, housing, travel details, leisure activities, membership of charitable or voluntary organisations.

Education and training details
Included in this category are any matters which relate to the education and any professional training of the data subject. Examples are academic records, qualifications, skills, training records, professional expertise, student and pupil records.

Employment details
Included in this category are any matters relating to the employment of the data subject. Examples are employment and career history, recruitment and termination details, attendance record, health and safety records, performance appraisals, training records, security records.

Financial details
Included in this category are any matters relating to the financial affairs of the data subject. Examples are income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details, pension information.

Goods or services provided
Included in this category are classes of data relating to goods and services which have been provided. Examples are details of the goods or services supplied, licences issued, agreements and contracts.

IT information
Included in this category is any information relating to an
 individuals use of technology or software including IP addresses, any information about the computing or mobile device a person is using, location data gathered from such devices, usernames and passwords, social media handles.

CATEGORIES OF DATA SUBJECTS

Customers and/or employees of End User depending on whether End User uses the Software to monitor customer and/or employee facing software applications.

AppDynamics Proprietary and Confidential * Revision 2019.09

1.84 @grpc/grpc-js 1.10.0
1.84.1 Available under license :

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Version 2.0, January 2004
http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction,
and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by
the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all
other entities that control, are controlled by, or are under common
control with that entity. For the purposes of this definition,
"control" means (i) the power, direct or indirect, to cause the
direction or management of such entity, whether by contract or
otherwise, or (ii) ownership of fifty percent (50%) or more of the
outstanding shares, or (iii) beneficial ownership
of such entity.

"You" (or "Your") shall mean an individual or Legal Entity
exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications,
including but not limited to software source code, documentation
source, and configuration files.

"Object" form shall mean any form resulting from mechanical
transformation or translation of a Source form, including but
not limited to compiled object code, generated documentation,
and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or
Object form, made available under the License, as indicated by a
copyright notice that is included in or attached to the work
(an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object
form, that is based on (or derived from) the Work and for which the
editorial
revisions, annotations, elaborations, or other modifications
represent, as a whole, an original work of authorship. For the purposes
of this License, Derivative Works shall not include works that remain
separable from, or merely link (or bind by name) to the interfaces of,
the Work and Derivative Works thereof.

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or by an individual or Legal Entity authorized to submit on behalf of

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means any form of electronic, verbal, or written communication sent
to the Licensor or its representatives, including but not limited to
communication on electronic mailing lists, source code control systems,
 and issue tracking systems that are managed by, or on behalf of, the
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designated in writing by the copyright owner as "Not a Contribution."

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on behalf of whom a Contribution has been received by Licensor and
subsequently incorporated within the Work.

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   (except as stated in this section) patent license to make, have made,
   use, offer to sell, sell, import, and otherwise transfer the Work,
   where such license applies only to those patent claims licensable
   by such Contributor that are necessarily infringed by their
   Contribution(s) alone or by combination of their Contribution(s)
   with the Work to which such Contribution(s) was submitted. If You
   institute patent litigation against any entity (including a
   cross-claim or counterclaim in a lawsuit) alleging that the Work
   or a Contribution incorporated within the Work constitutes direct
   or contributory patent infringement, then any patent licenses
   granted to You under this License for that Work shall terminate
   as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute
copies of the
   Work or Derivative Works thereof in any medium, with or without
   modifications, and in Source or Object form, provided that You
   meet the following conditions:

   (a) You must give any other recipients of the Work or
       Derivative Works a copy of this License; and

   (b) You must cause any modified files to carry prominent notices
       stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works
    that You distribute, all copyright, patent, trademark, and
    attribution notices from the Source form of the Work,
    excluding those notices that do not pertain to any part of
    the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its
    distribution, then any Derivative Works that You distribute must
    include a readable copy of the attribution notices contained
    within such NOTICE file, excluding

those notices that do not

    pertain to any part of the Derivative Works, in at least one
    of the following places: within a NOTICE text file distributed
    as part of the Derivative Works; within the Source form or
    documentation, if provided along with the Derivative Works; or,
    within a display generated by the Derivative Works, if and
    wherever such third-party notices normally appear. The contents
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