



PostHog Cloud License Terms

By signing up for a PostHog Cloud License, you and any entity that you represent ("**Customer**") are unconditionally consenting to be bound by and are becoming a party to these PostHog Subscription Terms ("**Agreement**") as of the date of Customer's first download of the licensed materials (the "**Effective Date**"). Customer's continued use of the software or any licensed materials provided by PostHog, Inc., trading as PostHog ("**PostHog**") (or one of its affiliates and/or subsidiaries, as specified on an order form or quote), shall also constitute assent to the terms of this agreement. If these terms are considered an offer, acceptance is expressly limited to these terms. If you are executing this agreement on behalf of an organization, you represent that you have authority to do so.

1. License and Support

- 1.1. Subject to the terms and conditions of this Agreement, PostHog hereby grants to Customer and its Affiliates (as defined below) a limited, non-exclusive, non-transferable, non-sublicensable license for Customer's and its Affiliates' employees and contractors to (1) internally (a) use, reproduce, modify, prepare derivative works based upon, and display the code of PostHog Cloud Edition at the tier level selected by Customer (or set forth on a Quote (as defined below), if applicable with the specifications generally promulgated by PostHog from time to time (the "**Software**"), solely (i) for its internal use in connection with the development of Customer's and/or its Affiliates' own software, and (ii) at the level of usage for which Customer has paid PostHog; and (b) use the documentation, training materials or other materials supplied by PostHog (the "**Other PostHog Materials**"); and (2) modify the Software and publish patches to the Software, solely at the level of usage for which Customer has paid PostHog. Notwithstanding anything to the contrary, Customer agrees that PostHog and/or its licensors (as applicable) retain all right, title and interest in and to all Software incorporated in such modifications and/or patches, and all such Software may only be used, copied, modified, displayed, distributed, or otherwise exploited in full compliance with this Agreement, and with a valid PostHog Cloud Edition subscription for the correct level of usage. The Software and Other PostHog Materials are collectively referred to herein as the "**Licensed Materials**." "**Affiliate**" means any entity(ies) controlling, controlled by, and/or under common control with a party hereto, where "control" means the ownership of more than 50% of the voting securities in such entity. "**User**" means each individual end-user (person or machine) of Customer and/or its Affiliates



(including, without limitation, employees, agents or consultants thereof) with access to the Licensed Materials hereunder.

1.2. Subject to the terms hereof, PostHog will provide reasonable support to Customer for the Licensed Materials as set forth on the 'Features' page, for the support plan selected and paid for by Customer. Notwithstanding anything to the contrary, in the event that Customer does not reasonably comply with written specifications or instructions from PostHog's service engineers regarding any support issue or request (including without limitation, failure to make backups of Customer's Licensed Materials) (each, a **"Support Issue"**), PostHog may terminate its support obligations to Customer with respect to such Support Issue upon fifteen (15) days' written notice if Customer does not cure such noncompliance within the notice period.

1.2.1. PostHog will use reasonable commercial efforts to respond to support questions by Slack, email or in-app chat. The number of support questions is not limited.

2. Restrictions and Responsibilities

2.1. Except as expressly authorized in Section 1.1, Customer will not, and will not permit any third party to: use the Licensed Materials for any purpose other than as specifically authorized in Section 1, or in such a manner that would enable any unlicensed person to access the Licensed Materials; use the Licensed Materials or any other PostHog software for timesharing or service bureau purposes or for any purpose other than its and its Affiliates' own internal use (including without limitation, sublicensing, distributing, selling, reselling any of the foregoing); except as expressly permitted herein; use the Licensed Materials in connection with any high risk or strict liability activity (including, without limitation, space travel, firefighting, police operations, power plant operation, military operations, rescue operations, hospital and medical operations or the like); use the Licensed Materials or software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation); or use the Licensed Materials in any manner that (1) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or libelous (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any User authentication or security process), (2) impersonates any person or entity, including without limitation any employee or



representative of PostHog, or (3) contains a virus, trojan horse, worm, time bomb, unsolicited bulk, commercial, or “spam” message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs).

- 2.2.** Customer will cooperate with PostHog in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as PostHog may reasonably request. Customer will also cooperate with PostHog in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Licensed Materials. Customer shall maintain during the term of this Agreement and through the end of the third year after the date on which the final payment is made under this Agreement, books, records, contracts and accounts relating to the payments due PostHog under this Agreement (collectively, the **“Customer Records”**). PostHog may, at its sole expense, upon 30 days’ prior written notice to Customer and during Customer’s normal business hours and subject to industry-standard confidentiality obligations, hire an independent third party auditor to audit the Customer Records only to verify the amounts payable under this Agreement. If an audit reveals underpayment, then Customer shall promptly pay the deficiency to PostHog plus late fees pursuant to Section 5.2. PostHog shall bear the cost of an audit unless the audit reveals underpayment by more than 5% for the audited period, in which case Customer shall promptly pay PostHog for the reasonable costs of the audit.
- 2.3.** Customer will be responsible for maintaining the security of Customer’s account, passwords (including but not limited to administrative and User passwords) and files, and for all uses of Customer account with or without Customer’s knowledge or consent.
- 2.4.** Customer will not sign up for multiple PostHog Cloud Licenses under a single organization without prior written permission from PostHog.

3. Confidentiality

- 3.1.** Each party (the **“Receiving Party”**) understands that the other party (the **“Disclosing Party”**) has disclosed or may disclose information relating to the Disclosing Party’s technology or business (hereinafter referred to as **“Proprietary Information”** of the Disclosing Party). Without limiting the foregoing, the Licensed Materials are PostHog Proprietary Information.



3.2. The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, PostHog may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Licensed Materials' performance and Customer's usage of the Licensed Materials; provided that PostHog will not identify Customer as the source of any such data without Customer's prior written consent. For the avoidance of doubt, use of a third party to host the data collected shall not be deemed a disclosure.

3.3. Each party acknowledges and agrees that the other may suffer irreparable damage in the event of a breach of the terms of Sections 1.1, 2.1 or 3.2 of this Agreement and that such party will be entitled to seek injunctive relief (without the necessity of posting a bond) in the event of any such breach.

3.4. Both parties will have the right to disclose the existence of the relationship between the parties, but not the terms and conditions of this Agreement, unless such disclosure of the Agreement terms is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

4. Intellectual Property Rights



- 4.1. Except as expressly set forth herein, PostHog alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Licensed Materials and any suggestions, ideas, enhancement requests, feedback, code, or other recommendations provided by Customer, its Affiliates or any third party relating to the Licensed Materials, which are hereby assigned to PostHog. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Licensed Materials, or any intellectual property rights.
- 4.2. Customer shall not remove, alter or obscure any of PostHog's (or its licensors') copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of PostHog's (or its licensors') ownership or contribution from the Licensed Materials. Additionally, Customer agrees to reproduce and include PostHog's (and its licensors') proprietary and copyright notices on any copies of the Licensed Materials, or on any portion thereof, including reproduction of the copyright notice. Notwithstanding anything to the contrary herein, certain components of the Licensed Materials, including without limitation, any component of the Licensed Materials distributed by PostHog as part of the PostHog Community Edition, are licensed by third parties pursuant to the terms of certain third party licenses described in such source code annotations.
- 4.3. Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all software, information, content and data provided by or on behalf of Customer or made available or otherwise distributed through use of the Licensed Materials ("**Content**") and the intellectual property rights with respect to that Content. If PostHog receives any notice or claim that any Content, or Customer's activities hereunder (including without limitation, with respect to any Content), infringes or violates the rights of a third party or any applicable law or regulation (a "**Claim**"), Customer will indemnify, defend and hold PostHog harmless from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred. The immediately foregoing indemnity obligations are expressly conditioned on PostHog providing Customer with prompt notice of, and reasonable cooperation and sole control over the defense and/or settlement of the applicable Claim. Subject to the foregoing, PostHog may participate in the defense and/or settlement of any applicable Claim with counsel of its choosing at its own expense.
- 4.4. PostHog will defend, indemnify and hold Customer harmless from liability and other amounts paid or payable to unaffiliated third parties resulting from the infringement or



violation of any intellectual property or proprietary rights by the Licensed Materials, provided PostHog is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement thereof. Subject to the foregoing, Customer may participate in the defense and/or settlement of any claim that is indemnifiable by PostHog with counsel of its choosing at its own expense. The foregoing obligations do not apply with respect to portions or components of the Licensed Materials (i) not created by PostHog, (ii) that are modified after delivery by PostHog, (iii) combined with other products, processes or materials where the alleged infringement relates to such combination, (iv) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (v) where Customer's use of the Licensed Materials is not strictly in accordance with this Agreement and all related documentation.

5. Payment of Fees

- 5.1.** Customer will pay PostHog the then applicable fees described in the Order Form or Quote for the Licensed Materials in accordance with the terms therein (the “**Fees**”). If Customer's use of the Licensed Materials exceeds the Service Capacity set forth on the Order Form or Quote or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. PostHog reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that PostHog has billed Customer incorrectly, Customer must contact PostHog no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department (support@posthog.com).
- 5.2.** PostHog may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by PostHog according to the payment terms specified in the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with the Licenses Materials other than U.S. taxes based on PostHog's net income.



- 5.3.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, GST, use or withholding taxes, assessable by any jurisdiction whatsoever in relation to your purchases under this Agreement (collectively, the **"Taxes"**). You are solely responsible for paying all Taxes associated with your purchases hereunder. If we have a legal obligation to pay or collect Taxes for which you are responsible for under this Clause 4.3, we shall invoice you and you shall pay that amount to us unless you provide us with a valid tax exemption certificate authorised by the appropriate taxing authority. We shall calculate applicable Taxes based on your billing address as detailed on the relevant Order Form or Quote (it is your duty to inform us if Taxes should be assessed on a different address). You shall promptly notify us of any changes to any of your addresses specified in an Order Form or Quote. Taxes shall not be deducted from or set-off against the fees in the applicable Order Form or Quote.
- 5.4.** Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form or Quote. Unless otherwise mutually agreed to by the parties in writing, upon expiration of such Initial Service Term, the Order Form (and the payments due thereunder) will not automatically renew. However, this Agreement will remain in effect unless otherwise terminated in accordance with Section 6, and Customer may continue to access and use the Licensed Materials on a month-to-month basis subject to PostHog's then-current usage-based fees and terms.

6. Termination

- 6.1.** This Agreement shall continue until terminated in accordance with this Section 6. For clarity, the expiration of the Initial Service Term or any Order Form shall not, by itself, terminate this Agreement; provided, however, that either party may terminate this Agreement upon 30 days' written notice to the other party hereto in the event that Customer has no then-current order form or subscription with respect to the Licensed Materials.
- 6.2.** Notwithstanding anything else contained herein to the contrary, Customer may terminate this Agreement at any time upon written notice to PostHog, provided, however that for the avoidance of doubt, the termination of this Agreement pursuant to this sentence shall not absolve Customer of the obligation to pay to PostHog any Fees due hereunder or pursuant to an Order Form. Either party may terminate this Agreement immediately upon 30 days' written notice to the other party in the event of any material breach of this Agreement (including without limitation, any breach of



Section 2.2 and/or failure to pay any amounts when due hereunder) by such party where such material breach is not cured during such notice period.

- 6.3.** Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within one hundred twenty (120) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.
- 6.4.** Customer's rights to the Licensed Materials, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. In the event that Customer terminates this Agreement pursuant to the second sentence of Section 6.2 above, PostHog will refund to Customer a pro-rated portion of pre-paid Fees for Services not actually received by Customer as of the date of such termination. The following Sections will survive any termination of this Agreement: 2 through 6 (except for Section 4.3), and 8 through 11.

7. Warranty; Customer Software Security

PostHog represents and warrants that (i) it has all rights and licenses necessary for it to perform its obligations hereunder, and (ii) it will not knowingly include, in any PostHog software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, PostHog fails to comply with the warranty in this Section, Customer may promptly notify PostHog in writing of any such noncompliance. PostHog will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this Agreement as its sole and exclusive remedy for such noncompliance.

8. Warranty Disclaimer



EXCEPT AS EXPRESSLY STATED HEREIN, THE LICENSED MATERIALS, SOFTWARE AND POSTHOG PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED “AS-IS,” WITHOUT ANY WARRANTIES OF ANY KIND. POSTHOG AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. Limitation of Liability

EXCEPT WITH RESPECT TO BREACH(ES) OF SECTION 1.1 AND/OR 2.1, IN NO EVENT WILL EITHER PARTY OR THEIR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE LICENSED MATERIALS OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, ANY DELAY OR INABILITY TO USE THE LICENSED MATERIALS OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. EXCEPT WITH RESPECT TO BREACH(ES) OF SECTION 1.1 AND/OR 2.1, THE TOTAL LIABILITY OF EACH PARTY AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO POSTHOG HEREUNDER IN THE ONE YEAR PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. U.S. Government Matters

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Licensed Materials or any software or anything related thereto or any direct product thereof (collectively “**Controlled Subject Matter**”), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign



Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “**Designated Nationals**”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Licensed Materials is representation and warranty that the User is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by PostHog are “commercial items” and according to DFAR section 252.2277014(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.

11. Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party without the other party’s prior written consent, not to be unreasonably withheld or delayed; provided that either party may transfer and/or assign this Agreement to a successor in the event of a sale of all or substantially all of its business or assets to which this Agreement relates. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by each party, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this



Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. PostHog will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in San Francisco County, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.

12. Data Privacy

Customer shall ensure that any and all information or data, including without limitation, personal data, used by Customer in connection with the Agreement (“**Customer Data**”) is collected, processed, transferred and used in full compliance with Applicable Data Protection Laws (as defined below) and that it has all obtained all necessary authorizations and consents from any data subjects to process Customer Data. “**Applicable Data Protection Laws**” means any applicable laws, statutes or regulations as may be amended, extended or re-enacted from time to time which relate to personal data including without limitation (ii) from and after 25 May 2018, GDPR and any EU Member State laws implementing the GDPR; and (iii) the e-Privacy Directive 2002/58/EC, as amended and as transposed into EU Member State law and any legislation replacing the e-Privacy Directive and (b) “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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). We may enter into a GDPR Data Processing Agreement with certain Cloud clients, depending on the nature of the installation, how data is being processed, and where it is stored. Our standard form agreement can be viewed [here](#).

13. Uptime SLA

PostHog will use commercially reasonable efforts to make the Software available with all material features and services operating and available for use, in each calendar month with an uptime percentage of 99.95% as displayed on status.posthog.com **only**



to those customers who have purchased the Enterprise add-on or where it has been agreed as a special term in your annual contract. Uptime SLAs are not otherwise available to customers as standard. If the uptime percentage for the month is less than 99.95%, we will provide you with credit during the month as below:

- 99.90% to 99.94% inclusive - 5% credit
- 99.00% to 99.89% inclusive - 10% credit
- Less than 99% - 20% credit

If PostHog fails to maintain an uptime percentage of greater than 99% for any 3 months in a 6-month period, Customer may terminate their agreement upon 10 days written notice to PostHog. The calculations of uptime do not include:

- Delays to data ingestion
- Scheduled maintenance time: PostHog will notify Customer in advance of any scheduled routine maintenance
- Emergency maintenance time (non-scheduled): PostHog will promptly notify Customer (via email or through the Software) of any non-scheduled or emergency maintenance and any other anticipated outages or performance degradation
- Suspension or termination of your account
- Failure of Customer or third-party equipment, software or technology upon which the Software is dependent, including, but not limited to, cloud infrastructure services upon which the Software operates, and inaccessibility to the Internet, provided that such failure or inaccessibility is not caused by PostHog's infrastructure and is otherwise outside of PostHog's control
- Force majeure event - An attack on PostHog's infrastructure, including without limitation, a denial of service attack or unauthorized access, provided that such attack did not occur as a result of PostHog's failure to maintain industry standard organizational controls and technical measures
- Unavailability caused by Customer's breach of this Agreement.

[Signature Page Follows]

[Signature Page]



IN WITNESS WHEREOF, the parties hereto have agreed to these terms by their duly authorized representatives or themselves as individuals.

POSTHOG INC.

Signature: _____

Name: _____

Title: _____

Date: _____

[INSERT COMPANY NAME] (“Customer”)

Signature: _____

Name: _____

Title: _____

Date: _____

[Signature Page]



Data Processing Agreement — PostHog Inc.

This Data Processing Agreement (“**Agreement**”) forms part of the Contract for Services (“**Principal Agreement**”) between [Insert Company Name] (the “**Company**”) and PostHog Inc. (the “**Processor**”) (together as the “**Parties**”).

In the event of a conflict between this Agreement and the provisions of related agreements, including the Principal Agreement, the terms of this Agreement shall prevail.

WHEREAS:

- (A) The Company acts as a Controller.
- (B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Processor.
- (C) The Parties seek to implement a data processing agreement that complies with applicable Data Protection Laws (as defined below).
- (D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:
 - 1.1.1 “**Agreement**” means this Data Processing Agreement and all Annexes;
 - 1.1.2 “**Company Personal Data**” means any Personal Data relating to Company’s end users provided to or Processed by the Processor on behalf of the Company pursuant to or in connection with the Principal Agreement;
 - 1.1.3 “**Data Protection Laws**” means all applicable laws relating to Processing of Personal Data and privacy that may exist in any relevant jurisdiction, including European Data Protection Laws and US Data Protection Laws;
 - 1.1.4 “**EEA**” means the European Economic Area;



- 1.1.5 **“EU Personal Data”** means the Processing of Personal Data by the Processor to which data protection legislation of the European Union, or of a Member State of the European Union or EEA, applies;
- 1.1.6 **“European Data Protection Laws”** means the GDPR, UK Data Protection Act 2018, the UK GDPR, ePrivacy Directive 2002/58/EC, FADP, and any associated or additional legislation in force in the EU, EEA, Member States of the European Union, Switzerland and the United Kingdom as amended, replaced or superseded from time to time;
- 1.1.7 **“FADP”** means the Swiss Federal Act on Data Protection and its Ordinances, as amended from time to time;
- 1.1.8 **“FDPIC”** means the Swiss Federal Data Protection and Information Commissioner;
- 1.1.9 **“GDPR”** means the General Data Protection Regulation EU2016/679;
- 1.1.10 **“UK GDPR”** means General Data Protection Regulation (EU) 2016/679 as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended);
- 1.1.11 **“US Data Protection Laws”** means all data privacy, data protection, and cybersecurity laws, rules, and regulations of the United States applicable to the Processing of Personal Data under the Principal Agreement. **“US Data Protection Laws”** may include, but is not limited to, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (together, the **“CCPA”**), the Colorado Privacy Act (**“CPA”**), the Connecticut Data Privacy Act (**“CTDPA”**), the Utah Consumer Privacy Act (**“UCPA”**), and the Virginia Consumer Data Protection Act (**“VACDPA”**), and any binding regulations promulgated thereunder, as amended or updated from time to time;
- 1.1.12 **“Protected Area”** means (i) in the case of EU Personal Data, the member states of the European Union and the EEA and any country, territory, sector or international organization in respect of which an adequacy decision under Article 45 GDPR is in force or (ii) in the case of UK Personal Data, the United



Kingdom and any country, territory, sector or international organization in respect of which an adequacy decision under UK adequacy regulations is in force; or (iii) in the case of Swiss Personal Data, any country, territory, sector or international organization which is recognized as adequate by the FDPIC or the Swiss Federal Council (as the case may be);

- 1.1.13 “**Personal Data**” means any information provided by Company to Processor that is protected as “personal data,” “personal information,” “personally identifiable information,” or similar terms defined in Data Protection Laws;
- 1.1.14 “**Services**” means the product and data analytics services the Processor provides pursuant to the Principal Agreement, including but not limited to the provision of testing, support, product development, service improvement, benchmarking and troubleshooting and security activities on behalf of the Data Controller, and which may include AI and machine learning tools (“**AI Features**”) if enabled for the Company depending on their use of the services;
- 1.1.15 “**Subprocessor**” means any person appointed by or on behalf of Processor to Process Personal Data on behalf of the Company in connection with the Agreement;
- 1.1.16 “**Standard Contractual Clauses**” means:
 - 1.1.16.1 in respect of UK Personal Data, the International Data Transfer Addendum to the EU Standard Contractual Clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 (“**UK Standard Contractual Clauses**”);
 - 1.1.16.2 in respect of EU Personal Data, the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 including the text from module 2 and no other modules and not including any clauses marked as optional, (“**EU Standard Contractual Clauses**”);
 - 1.1.16.3 in respect of Swiss Personal Data, the EU Standard Contractual Clauses with the necessary adaptations and amendments for the



purposes of the FADP as required by the FDPIC in its Statement of 27 August 2021;

- 1.1.17 **“Swiss Personal Data”** means the Processing of Personal Data by the Processor to which the FADP applies;
- 1.1.18 **“UK Personal Data”** means the Processing of Personal Data by the Processor to which the laws of the United Kingdom apply.
- 1.1.19 The terms, **“Controller”**, **“Data Subject”**, **“Member State”**, **“Personal Data”**, **“Personal Data Breach”**, **“Processing”** and **“Supervisory Authority”** shall have the same meaning as in the GDPR and UK GDPR, and their cognate terms shall be construed accordingly with other Data Protection Laws. For example, Data Subject shall include such analogous terms as Consumer under US Data Protection Laws.
- 1.1.20 The terms **“sell,” “sale,” “share,”** and **“sharing,”** and **“Service Provider”** shall have the same meanings as in the CCPA.

2. Processing of Company Personal Data

2.1 The Company shall:

- 2.1.1 ensure that any and all information or data, including without limitation Company Personal Data, is collected, processed, transferred and used in full compliance with Data Protection Laws;
- 2.1.2 be solely responsible for ensuring that it has all obtained all necessary authorizations and consents from any Data Subjects to Process Company Personal Data and in particular any consents needed to meet the cookie requirements in the ePrivacy Directive 2002/58/EC and any associated national legislation;
- 2.1.3 instruct the Processor to process Company Personal Data to provide the Services. The Company acknowledges that if AI Features are enabled as part of the Services, such AI Features may use or rely on AI functionality (based on OpenAI’s model or similar LLMs). Note that the Processor does not use any AI input or output data (including Company Personal Data) to fine tune,



train or develop its AI functionality or models for its own purposes nor does the Company allow any third parties (including its Subprocessors) to do this.

2.2 Processor shall:

2.2.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data;

2.2.2 not Process Company Personal Data other than on the relevant Company's documented instructions including with regard to data transfers outside of the Protected Area, unless required to do so by laws to which the Processor is subject; in such a case, Processor shall inform the Company of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

2.2.3 notify the Company immediately if, in the Processor's reasonable opinion, an instruction for the Processing of Personal Data given by the Company infringes applicable Data Protection Laws, it being acknowledged that the Processor shall not be obliged to undertake additional work or screening to determine if the Company's instructions are compliant;

2.2.4 not directly or indirectly sell or share any Personal Data.

2.3 Annex I, Section A. sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects. The obligations and rights of the Company are as set out in this Agreement.

2.4 Processor acknowledges that it is a Service Provider and that all Personal Data that it may receive from Company, Company's employees or consultants, or otherwise acquired by virtue of the performance of services under the Principal Agreement shall be regarded by Processor as strictly confidential and held by Processor in confidence.

2.5 Processor shall not directly or indirectly sell any Personal Data, or retain, use, or disclose any Personal Data for any purpose other than for the purpose of performing services for Company; or retain, use, or disclose any Personal Data outside the scope of this Agreement or the Principal Agreement.

2.6 Processor understands the restrictions in this Section 2 and will comply with them.



- 2.7 Company, upon written notice, may take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data, including without limitation, exercising Company's right to conduct an audit of Processor, or terminating the Principal Agreement and exercising Company's right to request deletion or return of Personal Data.

3. Processor Personnel & Confidentiality

- 3.1 Processor shall take reasonable steps to ensure the reliability of any personnel who may have access to the Company Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality with respect to such Company Personal Data.

4. Security

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR and UK GDPR. These measures include those at Annex II.

5. Subprocessing

- 5.1 The Company provides Processor with general authorization to engage the Subprocessors set out in Annex III. These will differ depending on the Data Center Location chosen by the Company.
- 5.2 Processor shall enter into a written contract with any Subprocessor and this contract shall impose upon the Subprocessor equivalent obligations as imposed by this Agreement upon the Processor. Where the Subprocessor fails to fulfil its data protection obligations, Processor shall remain fully liable to the Company for the performance of the Subprocessors obligations.
- 5.3 Processor may update the list of Subprocessors from time to time as applicable, providing the Company with notice of such update (and an opportunity to object) at least fourteen (14) days in advance of such updates.



- 5.4 If the Company objects to a Subprocessor, the Company shall notify Processor thereof in writing within seven (7) days after receipt of Processor's updated Subprocessors' list. If the Company objects to the use of the Subprocessor, Processor shall use efforts to address the objection through one of the following options: (a) Processor will cancel its plans to use Subprocessor with regard to Company Personal Data or will offer an alternative to provide the Services without such Subprocessor; or (b) Processor will take any corrective steps requested by the Company in its objection (which would therefore remove the Company's objection) and proceed to use Subprocessor. If none of the above options are reasonably available and the objection has not been sufficiently addressed within thirty (30) days after Processor's receipt of the Company's objection, the Company may terminate the affected Service with reasonable prior written notice.

6. Data Subject Rights and Cooperation

- 6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under applicable Data Protection Laws.
- 6.2 Processor shall:
- 6.2.1 notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
 - 6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by applicable laws to which the Processor is subject.
- 6.3 To the extent required under Data Protection Laws, Processor shall (taking into account the nature of the processing and the information available to Processor) provide all reasonably requested information regarding the Service to enable the Company to carry out data protection impact assessments or prior consultations with data protection authorities and to assist the Company with meeting its obligations under Article 32 GDPR/UK GDPR as required by Data Protection Laws. To the extent that assistance under this Agreement is not included within the Services, the Processor may charge a reasonable fee for any such assistance, save where assistance was



required directly as a result of the Processor's own acts or omissions, in which case such assistance will be at the Processor's expense.

7. Personal Data Breach

- 7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects or Supervisory Authorities of the Personal Data Breach under applicable Data Protection Laws.
- 7.2 Processor shall cooperate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Audits

- 8.1 The Processor shall make available to the Company all information reasonably necessary to demonstrate compliance with this Agreement and at the cost of the Company, allow for and contribute to audits, including inspections by the Company in order to assess compliance with this Agreement.

9. Deletion or return of Company Personal Data

- 9.1 At the end of the Services, upon the Company's request, Processor shall securely return the Company Personal Data or provide a self-service functionality allowing Company to do the same or delete or procure the deletion of all copies of the Company Personal Data unless applicable laws require storage of such Company or is required to resolve a dispute between the parties or the retention of the Company Personal Data is necessary to combat harmful use of the Services.

10. Data Center Location and Transfers Outside of the Protected Area

- 10.1 **Storage of Personal Data.** Company Personal Data will be housed in data centers located in the Data Center Location set out in the Principal Agreement unless the parties otherwise expressly agree in writing.
- 10.2 **Transfers.** The Company acknowledges that the Processor will Process the Company Personal Data outside of the Protected Area including in the US and elsewhere as



identified in Annex III to provide the Services. Company agrees to authorize the transfers to these countries.

- 10.3 **Data Privacy Framework.** Processor confirms that it participates in the EU-US Data Privacy Framework, the UK Extension to this Framework and the Swiss-U.S. Data Privacy Framework (together, the “DPF”). The Supplier undertakes to maintain its self-certification to the DPF; to notify Company without undue delay if Processor determines that it will cease to self-certify to the DPF; and to notify Company immediately if Processor’s participation in the DPF is otherwise terminated. In respect of UK Personal Data, Company hereby notifies Processor that Company identifies and treats genetic data, data relating to sexual orientation, biometric data processed for the purpose of uniquely identifying data subjects and data relating to criminal convictions and offenses as sensitive.
- 10.4 **Standard Contractual Clauses.** Notwithstanding 10.3, the parties agree to comply with the obligations set out in the Standard Contractual Clauses as though they were set out in full in this Agreement, with the Company as the “data exporter” and the Processor as the “data importer”, with the parties signatures and dating of this Agreement being deemed to be the signature and dating of the Standard Contractual Clauses and with Annexes to EU Standard Contractual Clauses and the Appendices to the UK Standard Contractual Clauses being as set out in Annex I and II of this Agreement.
- 10.5 In relation to the EU Standard Contractual Clauses, the Parties agree that:
- 10.5.1 for the purposes of clause 9, option 2 (general written authorization for subprocessors) shall apply and the Parties agree that the time period for notifying changes to the list shall be in accordance with Section 5.3 above;
 - 10.5.2 for the purposes of clause 17, the clauses shall be governed by the laws of Ireland;
 - 10.5.3 for the purposes of clause 18, the courts of Ireland shall have jurisdiction; and
 - 10.5.4 for the purposes of clause 13 and Annex I.C, the competent supervisory authority shall be determined in accordance with the GDPR, based on the data exporter’s establishment or representative within the EEA.



- 10.6 In relation to the UK Standard Contractual Clauses, as permitted by clause 17 of such Addendum, the Parties agree to change the format of the information set out in Part 1 of the Addendum so that:
- 10.6.1 the details of the parties in table 1 shall be as set out in Annex I (with no requirement for signature);
 - 10.6.2 for the purposes of table 2, the Addendum shall be appended to the EU Standard Contractual Clauses as defined above (including the selection of modules and options and the disapplication of optional clauses as noted in the definition above); and
 - 10.6.3 the appendix information listed in table 3 is set out in Annex I and II.
- 10.7 In relation to Swiss Personal Data that is transferred outside of the Protected Area, the Parties agree that such transfers shall be subject to the EU Standard Contractual Clauses as compiled and completed in Sections 10.2 and 10.3 above, with the following amendments: (a) any references to the GDPR shall be interpreted as references to the FADP; (b) references to the EU and EU Member States shall be interpreted to mean Switzerland; (c) the competent supervisory authority according to Clause 13(a) and Part C of Annex I is the FDPIC insofar as the data transfers are governed by the FADP; (d) the term EU Member State shall not be interpreted in such a way as to exclude data subject in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with Clause 18(c) of the EU Standard Contractual Clauses; and (e) until the entry into force of the revised FADP on 1 September 2023, the EU Standard Contractual Clauses shall also protect the personal data of legal entities and legal entities shall receive the same protection under the EU Standard Contractual Clauses as natural persons.
- 10.8 In the event of any conflict between this Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 10.9 In the event that a relevant European Commission decision or other valid adequacy method under applicable Data Protection Legislation on which the Company has relied in authorizing the data transfer is held to be invalid, or that any supervisory authority requires transfers of personal data made pursuant to such decision to be suspended, or in the event that Processor ceases to participate in the DPF then the parties will agree to use a suitable and appropriate alternative transfer solution.



11. General Terms

11.1 *Confidentiality*. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“**Confidential Information**”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

11.1.1 disclosure is required by law;

11.1.2 the relevant information is already in the public domain.

11.2 *Notices*. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

11.3 *Governing Law and Jurisdiction*. This Agreement is governed by the laws and choice of jurisdiction stipulated in the Principal Agreement.

[Signature Page Follows]

[Signature Page]



IN WITNESS WHEREOF, this Data Processing Agreement is entered into with effect from the date of the last signature set out below.

[INSERT COMPANY NAME]

Signature: _____

Name: _____

Title: _____

Date: _____

POSTHOG INC.

Signature: _____

Name: _____

Title: _____

Date: _____

[Signature Page]



ANNEX I

A. Processing Activities:

Subject matter of the processing

The personal data shall be processed in order to allow Processor to provide the Services. Processor provides a software platform that equips developers to build successful products. Processor provides a single platform to analyze, test, observe, and deploy new features in order to provide these services. Processor also provides support to Customers to triage, debug, and resolve issues that may affect their use of the services.

Nature and purpose of the processing

Product analytics, including insights, heatmaps, session recording and feature flags. Troubleshooting, benchmarking, product development, security activities and service improvement activities to ensure the continuing provision of the Services. These Services may, if AI Features are enabled, use machine learning tools to support these purposes.

Duration

For the duration of the Principal Agreement.

Categories of data subjects

The personal data processed relates to the following categories of data subjects:

Company's end users (including prospects, customer and contractors)

Categories of personal data processed

The personal data processed comprises the following categories of data:

(As determined at the discretion of the Company):

- Personal details and contact information including name, address, email address, title, position, contact information, social profile information, IP address, unique user IDs (such as cookie IDs) and marketing profiles.
- Documents and Content: Documents, images, and content uploaded to the Services in electronic form which may contain any type of Personal Data.

Sensitive categories of personal data processed (if applicable)

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



N/A

B. List of Parties:

The data exporter shall be:

- the Company at the following address: [Insert Company Address];
- the contact person for the Company shall be: [Insert Company Contact Name], [Insert Company Contact Email Address];
- the signature of the data exporter and the date of signature shall be as signed above;
- the role of the exporter is controller; and
- the activities relate to the provision of the Services.

The data importer shall be:

- the Processor at the following address 2261 Market St., #4008, San Francisco, CA 94114, United States of America
- the contact person for the Processor shall be: privacy@posthog.com;
- the signature of the data importer and the date of signature shall be as signed above;
- the role of the importer is processor;
- the activities relate to the provision of the Services.

C. Description of Transfer:

Categories of data subjects whose personal data is transferred:

See 'A. Processing Activities' above

Categories of personal data transferred:

See 'A. Processing Activities' above

Sensitive data transferred (if applicable) and applied restrictions or safeguards:

N/A

If sensitive data are transferred, see Annex C, Part B for applicable restrictions and safeguards

Frequency of transfer (e.g. whether on a one-off or continuous basis) (EU Standard Contractual Clauses only):



On a continuous basis.

Nature of the processing/ processing operations:

See 'A. Processing Activities' above.

Purpose(s) of the data transfer and further processing (EU Standard Contractual Clauses only):

See 'A. Processing Activities' above.

Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period (EU Standard Contractual Clauses only):

See 'A. Processing Activities' above.

The subject matter, nature and duration of the processing (EU Standard Contractual Clauses only):

See 'A. Processing Activities' above.



ANNEX II

Technical and Organizational Security Measures

See: <https://posthog.com/handbook/company/security>



ANNEX III

Subprocessors

<i>Name of Subprocessor</i>	<i>Contact details</i>	<i>Subject matter of the processing</i>	<i>Duration of the processing</i>	<i>Nature and purpose of the processing</i>	<i>Geographical location of the processing</i>	<i>Type of personal data processed</i>	<i>Categories of data subject</i>	<i>Details of sub-sub processors</i>
PostHog EU Cloud and PostHog US Cloud Subprocessor(s)								
Amazon Web Services, Inc.	410 Terry Avenue North, Seattle, WA 98109-5210, aws-EU-privacy@amazon.com	Personal data of users of the Controller's web product(s)	Duration of the agreement	Cloud storage of PostHog Cloud data	USA (PostHog US Cloud) or Germany (PostHog EU Cloud)	Identifying – name, username, Computer device – IP address, MAC address, browser footprint, Contact – email address, Location – country, territory, city, Behavioral – product usage (page views, clicks, browsing behavior).	Customer's end users	https://aws.amazon.com/compliance/sub-processors/
ONLY IF AI FEATURES ARE ENABLED:								
OpenAI, L.L.C.	180 18th St., San Francisco, CA 94110, Legalprivacy@openai.com	Personal data of users of the Controller's web product(s)	Duration of the agreement for so long as AI Features are enabled	Service Provider for AI Features	USA; Location of the sub-sub processors can be found at (https://openai.com/policies/sub-processor-list/)	Identifying – name, username, Computer device – IP address, MAC address, browser footprint, Contact – email address, Location – country, territory, city, Behavioral – product usage (page views,	Customer's end users	https://openai.com/policies/sub-processor-list/



						clicks, browsing behavior).		
Google LLC	1600 Amphitheatre Parkway, Mountain View, California 94043, legal-notices@google.com	Personal data of users of the Controller's web product(s)	Duration of the agreement for so long as AI Features are enabled	Service Provider for AI Features	USA; Location of the sub-sub processors can be found at (https://business.safety.google/subprocessors/)	Identifying – name, username, Computer device – IP address, MAC address, browser footprint, Contact – email address, Location – country, territory, city, Behavioral – product usage (page views, clicks, browsing behavior).	Customer's end users	https://business.safety.google/subprocessors/
Anthropic PBC	548 Market Street, PMB 51152 San Francisco, CA 94104, legal@anthropic.com; info@anthropic.com; notices@anthropic.com	Personal data of users of the Controller's web product(s)	Duration of the agreement for so long as AI Features are enabled	Service Provider for AI Features	USA; Location of the sub-sub processors can be found at (https://trust.anthropic.com/subprocessors)	Identifying – name, username, Computer device – IP address, MAC address, browser footprint, Contact – email address, Location – country, territory, city, Behavioral – product usage (page views, clicks, browsing behavior).	Customer's end users	https://trust.anthropic.com/subprocessors
Microsoft Corporation	One Microsoft Way Redmond, WA 98052-6399 USA, privacy@microsoft.com	Personal data of users of the Controller's web product(s)	Duration of the agreement for so long as AI Features are enabled	Service Provider for AI Features	USA, Germany; Location of the sub-sub processors can be found at (https://servicetrust.microsoft.com/DocumentPage/f2cc90fe-471f-4f07-a9ae-af71ebce8486)	Identifying – name, username, Computer device – IP address, MAC address, browser footprint, Contact – email address, Location – country,	Customer's end users	https://servicetrust.microsoft.com/DocumentPage/f2cc90fe-471f-4f07-a9ae-af71ebce8486



					4f07-a9ae-af71ebce8486)	territory, city, Behavioral – product usage (page views, clicks, browsing behavior).		
--	--	--	--	--	-------------------------	--	--	--