

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

APPDYNAMICS

APPDYNAMICS LICENSE, WARRANTY AND SUPPORT TERMS

1. LICENSE OF SOFTWARE.

1.1 LICENSE GRANT. Subject to the terms and conditions of this Attachment A, Contractor hereby grants to Ordering Activity, during the Term (as defined in the Order Form or Purchase Order referencing the GSA Schedule Contract ("Order Form")), a non-exclusive, non-transferable, non-sublicenseable right and license to use the AppDynamics Application Management software product designated in the Order Form in object code (the "Software") for internal business purposes only, solely within the scope of the following applicable components: Controllers, Application Server Agents, Machine Agents; in each case as specified in the Order Form or as enabled by Ordering Activity's specific license key provided by Contractor through AppDynamics to Ordering Activity for the Software.

1.2 RESTRICTIONS ON USE. Ordering Activity may not: a) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make any commercial use of, outsource, use on a timeshare or service bureau, or use in an application service provider or managed service provider environment, or otherwise generate income from the Software; b) copy the Software onto any public or distributed network, except for an internal and secure cloud computing environment; c) cause or permit the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover or permit the discovery of any source code or other operational mechanisms of the Software; d) modify, adapt, translate or create derivative works, nor allow any of those actions to occur, based on all or any part of the Software; e) use any portion of the Software as a general SQL server, as a standalone application or with applications other than the Software as provided; f) modify any proprietary rights notices which appear in the Software or components thereof; or g) use any Software in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the license scope set forth in Section 0. Ordering Activity shall not export or re-export any Software or technical data or any copy, portions or direct product thereof (i) in violation of any such laws and regulations, (ii) without all required authorization into Cuba, Libya, North Korea, Iran, Iraq, or Rwanda or any other Group D:1 or E:2 country (or to a national or resident thereof); specified in the then current Supplement No. 1 to part 740 of the U.S. Export Administration Regulations (or any successor supplement or regulations) or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Ordering Activity shall, at its own expense, obtain all necessary customs, import, or other governmental authorizations and approvals.

1.3 UNAUTHORIZED USE. Ordering Activity shall notify AppDynamics immediately of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Software. Ordering Activity is responsible for use of the Software by any and all employees, contractors, or other users that it allows to access the Software.

1.4 SUPPORT AND MAINTENANCE. "Support" is defined as the responsibilities set forth in Exhibit A, Standard Support. "Maintenance" means the provision of error corrections, bug fixes, new releases, updates, product extensions and enhancements, in each case as made generally commercially available by Contractor through AppDynamics in its sole discretion. Support and Maintenance are not available to Ordering Activity unless 1) Ordering Activity has purchased perpetual licenses and has specifically purchased Annual Support for those perpetual licenses as indicated on the Order Form or 2) Ordering Activity has purchased subscription licenses and is within the term of those subscription licenses as indicated on the Order Form. For perpetual licenses, GSA fees for Support and Maintenance shall be as stated in the Order Form ("Support and Maintenance Fees"). If Support and Maintenance should terminate or expire for perpetual licenses, and Ordering Activity is in good standing under this Attachment A, Ordering Activity may reinstate Support and Maintenance on payment of the cumulative standard Support and Maintenance Fees applicable for the period during which Support and Maintenance lapsed, plus Support and Maintenance Fees for the current Support and Maintenance term.

2. PROPRIETARY RIGHTS. AppDynamics and its suppliers own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other intellectual property rights, in and to the Software. Ordering Activity acknowledges that the licenses granted under these Terms and Conditions do not provide Ordering Activity with title to or ownership of the Software. Certain "free" or "open source" based software ("FOSS Software") is shipped with the Software but is not considered part of the Software hereunder. A list of such FOSS Software and their download locations are set forth on the webpage located at <http://www.appdynamics.com/opensource.php>. With respect to separately licensed third party technology, any Ordering Activity that is an agency or instrumentality of the Federal Government, or funded in whole or in part with the appropriate funds, shall not be bound by terms that were not review by the Contracting Officer.

3. WARRANTIES.

3.1 LIMITED WARRANTY. Contractor warrants that, during the first thirty (30) days following the date the Software is made available to Ordering Activity pursuant to the Order Form (the "Warranty Period"), the Software will, in all material respects, conform to the functionality described in the related AppDynamics documentation provided with the Software. Contractor's obligation, and Ordering Activity's remedy, for a breach of this warranty shall be that Contractor shall be required to use commercially reasonable efforts to modify the Software to conform in all material respects the AppDynamics documentation, and if Contractor is unable to materially restore such functionality within thirty (30) days from the date of written notice of said breach, Ordering Activity shall be entitled to terminate this Attachment A upon written notice and receive a pro-rata refund of the unused license fees which have been paid in advance (if any) for such Software.

3.2 WARRANTY DISCLAIMER. EXCEPT AS EXPLICITLY PROVIDED HEREIN, CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SOFTWARE. CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE.

EXHIBIT A
STANDARD SUPPORT

GENERAL REQUIREMENTS. Contractor through AppDynamics will provide access to a ticketing system and email address, which will be available 24 hours per day, 7 days per week. The phone number and email account will be maintained by qualified support specialists, who shall use commercially reasonable efforts to answer questions and resolve problems regarding the Software.

HOURS OF OPERATION. Support is available 24 hours per day, 7 days per week.

ERROR CLASSIFICATION. The reported errors and defects are classified in the following manner:

Error Classification	Criteria
Urgent	A production application is down or there is a major malfunction, resulting in a business revenue loss and impacting the application functionality for a majority of users.
High	Critical loss of application functionality or performance, impacting the application functionality for a high number of users.
Medium	Moderate loss of application functionality or performance, impacting multiple users.
Low	Minor loss of application functionality or product feature in question.

FUNCTIONAL DEFINITIONS. For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

RESPONSE TIME. Contractor through AppDynamics shall use commercially reasonable efforts to respond to error reports within four (4) hours for Urgent and High errors. AppDynamics will use reasonable means to repair the error and keep Ordering Activity informed of progress. AppDynamics makes no representations as to when a full resolution of the error may be made.

Error Classification	Initial Response and Acknowledgement	Fix/ Workaround	Manager Escalation	VP Escalation	CEO Escalation	Email Status Updates for Open Cases
Urgent	4 Hrs.	1 Day	Immediate	1 Business Day	1 Week	Daily
High	12 Hrs.	3 Days	1 Business Day	1 Week	2 Weeks	Weekly
Medium	1 Business Day	Next Release	Monthly Review for All Open Issues	Quarterly Review for All Open Issues	None	None
Low	1 Business Day	At AppDynamics' Discretion	Monthly Review for All Open Issues	Quarterly Review for All Open Issues	None	None

AUTHORIZED SUPPORT CONTACTS. Support and maintenance will be provided solely to Ordering Activity's authorized support contacts. Ordering Activity's Order Form will indicate a maximum number of authorized support contacts for Ordering Activity's license level. Ordering Activity will be asked to designate its authorized support contacts, including its primary email address.

SUPPORTED VERSIONS.

Support is defined as follows:

- Mainstream support: support calls are accepted and the version is maintained with bug fix releases and patches.
- Extended support: support calls are accepted however the version is not maintained.
- Out of support: no support calls are accepted and the version is not maintained.

AppDynamics provides extended support for a period of 24 months after a version's release.

AppDynamics provides mainstream support for a period of 12 months after a version's release.

For example, if you purchased a version in December of 2011:

Mainstream support: From <2011-Dec> To <2012-Dec>

Extended support: From <2012-Dec> To <2013-Dec>

Out of support: From <2014-Jan>

**Earlier distributed as AppDynamics Standard/Cloud Edition.*

DEFECT RESOLUTION. If there is a defect in the Software, Contractor through AppDynamics will, at its sole option, repair that defect in the version of the Software that Ordering Activity is currently using or instruct Ordering Activity to install a newer version of the Software with that

defect repaired. Contractor through AppDynamics reserves the right to provide Ordering Activity with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.

ORDERING ACTIVITY'S OBLIGATION TO ASSIST. Should Ordering Activity report a purported defect in the Software to Contractor through AppDynamics, AppDynamics may require Ordering Activity to provide AppDynamics with the following 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

Ordering Activity's failure to provide this information may prevent Contractor through AppDynamics from identifying and fixing the reported defect.

SOFTWARE UPDATES AND UPGRADES. Ordering Activity must be current on Support and Maintenance Fees in order to receive access to Software updates and upgrades.