

APPDYNAMICS, INC.
END USER LICENSE TERMS

1. SOFTWARE LICENSE.

1.1 LICENSE GRANT. AppDynamics, Inc. (“AppDynamics”) hereby grants to the Ordering Activity (defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, “Licensee”), during the License Term (as defined below), a non-exclusive, non-transferable, non-sublicensable right and license to use the software-as-a-service and/or on-premise version of AppDynamics’ application intelligence software product(s) (the “Software”) designated in, and for the quantity of units in, the Government Order (the “Order”) for internal business purposes only, subject to the terms hereof and solely within the scope of the following applicable components: application server agents and machine agents and one controller (or, in the case of Evaluation Use, as indicated in Section 1.3). AppDynamics Test&Dev Edition licenses shall only be used in test-only non-production environments. For purposes hereof, the “License Term” begins on the date AppDynamics delivers the Software license keys to Licensee and extends for the period specified in the applicable Order.

1.2 RESTRICTIONS ON USE. Except as otherwise expressly provided herein, Licensee shall not (and shall not permit any third party to): (a) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make any external 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 the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover any source code or other operational mechanisms of the Software; (d) modify, adapt, translate or create derivative works based on all or any part of the Software; (e) use any Third Party Software (as defined below) other than with the Software as provided; (f) modify any proprietary rights notices that appear in the Software or components thereof; (g) publish the results of any benchmarking tests run on any Third Party Software; (h) use the Software or Third Party Software as parts, components, or assemblies in or for the planning, construction, maintenance, or operation of a nuclear facility or (i) 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 1.1. Licensee 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 (iii) 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. Licensee shall, at its own expense, obtain all necessary customs, import, or other governmental authorizations and approvals.

1.3 EVALUATION USE. If Licensee accessed the Software pursuant to a no-fee evaluation (“Evaluation Use”), then the License Term is for the period enabled by the license key for the Software provided by AppDynamics. AppDynamics shall have the right to downgrade, limit or otherwise modify the Software provided for Evaluation Use at any time without notice, and no warranty, indemnity, Maintenance or Support obligations of AppDynamics will apply to Evaluation Use. Licensee may use the number and type of licenses indicated by AppDynamics in writing prior to Licensee downloading or accessing the Software, which will be enabled by Licensee’s specific license key. AppDynamics has the right to immediately revoke and terminate any Evaluation Use at any time. Licensee represents and warrants that: (i) Licensee has not previously evaluated the Software, and (ii) Licensee will not attempt to, by any means, evaluate the Software again without payment.

1.4 UNAUTHORIZED USE. Licensee shall notify AppDynamics promptly of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Software. Licensee is responsible for use of the Software by any and all employees or other users that it allows to access the Software.

1.5 SUPPORT AND MAINTENANCE. “Support” is defined as the responsibilities with respect to the Software as set forth in Exhibit A (Enterprise Support). “Maintenance” means the provision of error corrections and bug fixes for the Software, as well as new releases, updates, product extensions and enhancements made generally commercially available by AppDynamics in its sole discretion. Subject to Licensee’s Order, AppDynamics will (a) provide Maintenance and Support for the Software in accordance with Exhibit A (Enterprise Support), and (b) solely if Licensee has purchased access to the software-as-a-service version of the Software, make the Software available to Licensee in accordance with Exhibit B (Availability and Security). For annual or multi-year licenses for the Software (as set forth in an Order, “Subscription Licenses”), the fees for Enterprise Support are included in the fees for the Software set forth in the Order. For perpetual licenses, (i) Licensee shall be subject to the applicable fees for support and maintenance (“Maintenance and Support Fees”) upon execution of the Order, and (ii) subject to payment of the Maintenance and Support Fees, AppDynamics will provide Enterprise Support for the Maintenance and Support period set forth in the Order, as may be renewed at any time for successive terms by execution of an Order (“Maintenance and Support Term”). If Maintenance and Support terminates with respect to any perpetual licenses, and Licensee is in good standing under the terms herein, then Licensee 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 shall use commercially reasonable efforts to provide training, enablement and/or other services set forth in an Order (“Services”). Licensee agrees to provide reasonable cooperation and information as necessary to permit AppDynamics to perform Services. Services will be invoiced after they are performed, but if any Services are not delivered within twelve (12) months after the date they are ordered, then the Order will be automatically reduced by the unfulfilled quantity of Services.

2. FEES.

Payment terms for the Software and any Services pursuant to the terms hereof will be set forth in an Order. Fees do not include any customization of the Software (nor support for any such customizations, unless otherwise agreed in writing). During the term hereof: (i) if Licensee’s security requirements included in an Order are met, AppDynamics or its designated agent may audit Licensee’s facilities and records to verify Licensee’s compliance with the terms hereof. Any such audit will take place only during Licensee’s normal business hours contingent upon prior written notice and adherence to any security measures the Licensee deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Licensee will be provided written notice of any non-compliance, including the number of underreported units of Software or services; or (ii) if Licensee’s security requirements are not met and upon AppDynamics’ request, Licensee will run a self-assessment with tools provided by and at the direction of AppDynamics to verify Licensee’s compliance with the terms hereof.

3. CONFIDENTIALITY

3.1 SCOPE AND RESTRICTIONS. “Confidential Information” means all information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”) that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any technical or other documentation relating to the Software, logins, passwords and other access codes and any and all information regarding AppDynamics’ business, products and services are the Confidential Information of AppDynamics. AppDynamics recognizes that federal agencies are subject to the Freedom of Information Act (5 USC 552) and some information may be released despite being characterized as “confidential” by AppDynamics. The Receiving Party will: (i) not use the Disclosing Party’s Confidential Information for any purpose outside of the terms herein; (ii) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a “need to know” for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that

such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 3; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this Section 3 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

4. 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 and the results of any Services. Licensee acknowledges that the rights granted herein do not provide Licensee with title to or ownership of the Software. Certain “free” or “open source” based software (the “FOSS Software”) and third party software (the “Third Party Software”) is shipped with the Software but is not considered part of the Software hereunder. With respect to Third Party Software included with the Software, such Third Party Software suppliers are third party beneficiaries of this Agreement. A list of the FOSS Software is included with the on-premise version of the Software. The Software and Third Party Software may only be used by Licensee as prescribed by the AppDynamics documentation published by AppDynamics (the “Documentation”).

5. TERM AND TERMINATION. The initial term begins on the Effective Date and extends for the period specified in the Order (or if the Software is provided for Evaluation Use, for the Term specified in Section 1.3 hereof) (unless earlier terminated, the “Term”). Termination of the terms hereof shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions: AppDynamics may request cancellation or termination of the terms hereof if such remedy is ordered by a United States Federal Court or if such remedy is granted to it after conclusion of the following Contracts Disputes Act dispute resolutions process: any disputes relating to the terms hereof shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. Licensee expressly acknowledges that a contractor, on behalf of AppDynamics, shall have standing to bring such claim under the Contract Disputes Act.

6. Upon expiration or termination for any reason, (i) with respect to Subscription Licenses, Licensee shall

cease any further use of and destroy any copies of the Software and Documentation within Licensee's possession and control and (ii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control. All fees that have accrued as of such expiration or termination, and Sections 1.2, 1.3, 2, 3, 4, 5, 6, 7.2 and 8 through 12, will survive any expiration or termination hereof.

7. WARRANTIES.

7.1 LIMITED WARRANTY. AppDynamics warrants that (a) with respect to software-as-a-service Software licenses, during the License Term, or (b) with respect to on-premise Software licenses, during the first thirty (30) days following the date the Software is purchased, the Software will, in all material respects, conform to the functionality described in the then-current Documentation for the applicable Software version. Licensee's sole and exclusive remedy (in addition to any other remedies available to Licensee under the law), for a breach of this warranty shall be that AppDynamics shall be required to use commercially reasonable efforts to modify the Software to conform in all material respects to the Documentation, and if AppDynamics is unable to materially restore such functionality within thirty (30) days from the date of written notice of such breach, Licensee shall be entitled to terminate the Order upon written notice and receive a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination).

7.2 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, ALL SOFTWARE, DOCUMENTATION, MAINTENANCE AND SUPPORT AND SERVICES ARE PROVIDED "AS IS" AND APPDYNAMICS AND ITS SUPPLIERS EXPRESSLY DISCLAIM 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. APPDYNAMICS EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE, DOCUMENTATION, MAINTENANCE AND SUPPORT, OR SERVICES.

8. LIMITATION OF LIABILITY.

8.1 EXCEPT FOR LIABILITY ARISING OUT OF LICENSEE'S BREACH OF SECTION 1.2 (RESTRICTIONS ON USE) OR EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY), 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, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR LIABILITY ARISING OUT OF END USER'S BREACH OF SECTION 1.2 (RESTRICTIONS ON USE), EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY) OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER NEITHER PARTY'S LIABILITY FOR ANY DAMAGES (WHETHER FOR BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY, OTHER TORTS OR OTHERWISE) SHALL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID (PLUS FEES PAYABLE) TO APPDYNAMICS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, BUT THIS CLAUSE SHALL NOT IMPAIR THE LICENSEE'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THE TERMS HEREOF UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733.

9. FORCE MAJEURE. 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, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

10. DATA COLLECTION. AppDynamics' application server and machine software agents (the "Agents") collect metrics that relate to the performance, health and resource of an application, its components (transactions, code libraries) and related infrastructure (nodes, tiers) that service those components. In addition, AppDynamics may collect metrics on Licensees' activities, such as web pages visited, length of visit, and which features of the Software an Licensee uses. Licensee will not configure the Software to collect any personally-identifiable information or payment information ("Personal Data") without AppDynamics' prior written approval.

11. US GOVERNMENT MATTERS. The Software and Documentation are commercial computer software and commercial computer software documentation developed exclusively at private expense. Any use, duplication, and disclosure by civilian agencies of the U.S. Government shall not exceed those minimum rights set forth in FAR 52.227-19(c) or successor regulations. Use, duplication, and disclosure by U.S. Department of Defense agencies is subject solely to the license terms and conditions herein, as stated in DFARS 227.7202 or successor regulations. U.S. Government rights shall apply only to the specific agency and program for which the software is obtained. Contractor/Licenser: AppDynamics. Copyright 2014 AppDynamics.

12. GENERAL.

12.1 The validity, interpretation and enforcement of these terms will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to the terms hereof, and the governing law will remain as if such law or regulation had not been enacted. 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.

EXHIBIT A
ENTERPRISE SUPPORT

GENERAL REQUIREMENTS. AppDynamics will provide access to a ticketing system and email address (help@appdynamics.com), which will be available twenty-four (24) hours per day, seven (7) days per week. The 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, seven (7) days per week.

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

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

ERROR DEFINITION. An “error” means a reproducible malfunction in the Software that is reported by Licensee 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 solely to Licensee’s authorized support contacts. Licensee’s Order Form may indicate a maximum number of authorized support contacts for Licensee’s service level. Licensee will be asked to designate its authorized support contacts, including its primary email address.

LICENSEE’S OBLIGATION TO ASSIST. If Licensee reports a purported error 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

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

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

SOFTWARE UPDATES AND UPGRADES. Licensee receives access to Maintenance.

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

Error	Initial and Acknowledgement	Response Acknowledgement	Manager Escalation	VP Escalation	Email Status Updates for Open Tickets
Urgent	4 Hours		1 Business Day	1 Week	Daily
High	12 Hours		1 Week	2 Weeks	Weekly
Normal	1 Business Day		Quarterly Review for All Open Tickets	None	None
Low	2 Business Days		Semi-Annual Review for All Open Tickets	None	None

END OF LIFE POLICY: Support is provided for the Software version 3.5 and later. The AppDynamics end-of-life (“EOL”) policy is 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 Software version’s release. AppDynamics provides Mainstream Support for a period of 12 months after a version’s release. For example, if version 4.0 was released in December of 2014, Mainstream Support would be provided until December of 2015. Extended Support would be provided until December of 2016. The Software version 4.0 would be Out of Support beginning in January of 2017. For clarity, Support is version-based; if End User upgraded to version 5.0 in January of 2017 when version 5.0 was released, Mainstream Support would be provided for version 5.0 beginning in January of 2017. AppDynamics does not provide Maintenance or Support for any customized software (or components thereof).

For third party software or technology used by Licensee with the Software but not included with the Software (a “Platform”, such as Java Virtual Machines), AppDynamics will follow the EOL support timeline announced by the third party vendor of such Platform. AppDynamics will drop support for an EOL’d Platform version when the Platform vendor stops supporting that Platform version.

EXHIBIT B
AVAILABILITY AND SECURITY

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

AVAILABILITY.

AppDynamics will use commercially reasonable efforts to (a) provide bandwidth sufficient for Licensee’s use of the Software provided hereunder and (b) operate and manage the Software with a ninety-nine and one-half percent (99.5%) uptime goal (the “Availability SLA”), excluding situations identified as “Excluded” 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”).

“Excluded” means any outage that results from any of the following:

- a. Any Maintenance performed by AppDynamics during AppDynamics’ standard Maintenance windows. AppDynamics will notify Licensee within forty-eight (48) hours of any standard Maintenance and within twenty-four (24) hours for other non-standard emergency Maintenance (collectively referred to herein as “Scheduled Maintenance”).
- b. Licensee’s information content or application programming, or the acts or omissions of Licensee or its agents, including, without limitation, the following:
 1. Licensee’s use of any programs not supplied by AppDynamics;
 2. Licensee’s failure to provide AppDynamics with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. Licensee’s implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions;
 4. Any misconfiguration by Licensee (as determined in AppDynamics’ sole discretion), including configuration errors or unintended usage of the Software; and
 5. Licensee’s failure to upgrade the AppDynamics Agents to keep the Agent versions within six (6) months of the controller version.
- c. Force majeure or other circumstances beyond AppDynamics’ reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Licensee connects to the Internet backbone or any other network unavailability outside of the AppDynamics Network.
- e. Any window of time when Licensee agrees that Software availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Licensee 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.
- g. Licensee’s or any third party’s use of the Software in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the availability of the Software falls below the Availability SLA in a given calendar quarter, AppDynamics will pay Licensee a service credit (“Service Credit”) equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Software during the applicable calendar quarter (on pro-rated basis for annual fees). Such Service Credit will be issued as a credit against any fees owed by Licensee for the next calendar quarter of the Term, or, if Licensee does not owe any additional fees, then AppDynamics will pay Licensee the amount of the applicable Service Credit within thirty (30) days after the end of the calendar quarter in which such credit accrued. To receive Service Credits, Licensee must submit a written request to AppDynamics (to customersuccess@appdynamics.com with a copy to legal@appdynamics.com) within 15 days after the end of the quarter in which the Software was unavailable, or Licensee’s right to receive Service Credits with respect to such unavailability will be waived. The remedies stated in this section are Licensee’s sole and exclusive remedies (in addition to any remedies available to Licensee under the law) and AppDynamics’ sole and exclusive obligations for service interruption or unavailability.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

(1) “x” is the uptime percentage; “n” is the total number of hours in the given calendar quarter minus scheduled downtime; and “y” is the total number of downtime hours in the given calendar quarter.

(2) Specifically excluded from “n and “y” in this calculation are the Excluded situations described above and scheduled upgrade and maintenance windows.

Software Availability	Percentage of Quarterly Software Fees Credited
> 99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max of \$840)
70.0% - < 80.0%	30% (max of \$1120)
60.0% - < 70.0%	40% (max of \$1400)
< 50%	50% (max of \$2800)

SECURITY INFORMATION.

Licensee Account Login: For Software user interface access, AppDynamics uses TLS 1.0 with AES 256 bit encryption, terminated at the server to ensure end-to-end security over the wire. AppDynamics will also restrict user interface access to Licensee corporate networks for additional security, except as otherwise requested by Licensee.

Hosting: The platform (servers, infrastructure and storage) for the Software is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. AppDynamics’ data center provider is and will remain SSAE 16 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes.

Every server for the Software is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. AppDynamics also provides an off-site backup service, which is available at an additional cost.

Security updates and patches are actively evaluated by engineers and will be deployed based upon the security risks and stability benefits they offer to the Software and Licensees.

Data Access: Access to the Software platform infrastructure and data is and will be secured by multiple authentication methods including RSA and DSA key pairs, passwords, and network access control lists. Infrastructure and data access is and will remain restricted to AppDynamics; employees and contractors subject to confidentiality agreements. For more information on use of data, please see AppDynamics’ Privacy Policy located at <http://www.appdynamics.com/privacy-policy>.

System and network activity for the Software are and will remain actively monitored by a team of engineers 24/7. Failed authentication attempts are audited and engineers will be paged immediately so that any possible intrusion or threat can be investigated promptly. Standard firewall policies are and will remain deployed to block all access except to ports required for Software and Agent communication.

Data Communication: Agents will typically push data using one-way HTTP or HTTPS connections to a single host (known as a controller), which has been allocated to one or more Licensee accounts. AppDynamics also offers dedicated controllers for Licensees that require their data to be isolated (this may require payment of an additional fee).

For added security, Agents can be configured to send data using encrypted transmission by simply selecting HTTPS port 443 and setting “controller-ssl-enabled” to true in Agent configuration. Agents also have built in support for outbound HTTP proxies for Licensees using these security mechanisms.

AppDynamics uses random staggering on Agent data communication to the Software platform so traffic is spread evenly to minimize bursts and spikes of network traffic from Licensee’s data center to the Software platform.