

eBoundHost.com – ADF, Inc.
Master Products and Services Agreement

MASTER PRODUCTS AND SERVICES AGREEMENT

AppDynamics, Inc.
 _____ (“Customer”),
 a C Corporation
 _____ (entity type) in the State of
 Delaware
 _____.

These General Terms and Conditions together with all Order Form(s), Supplements and other addenda and service-specific terms and conditions attached hereto from time to time constitute the **Master Products and Services Agreement** (“Agreement”) which is effective March 5, 2013 as of _____ (“Effective Date”) (the date of execution by both parties below) by and between **ADF, Inc. d/b/a/ eBoundHost.com** (“EBH” or “eBoundHost”), an Illinois corporation, and Customer. EBH and Customer are collectively referred to as the “Parties” or individually as a “Party”.

1. DEFINITIONS

- o “Acceptable Use Policy” – EBH’s guidelines for acceptable uses of EBH’s service, set forth on the EBH Website and updated from time to time.
- o “Anti-SPAM Policy” – EBH’s policy on SPAM generated thru the use of EBH’s Products or Services, set forth on the EBH Website and updated from time to time.
- o “Commencement Date” - the date upon which EBH provisions an ordered Product or Service as more fully described in the relevant Order Form.
- o “Customer Location” - a location designated in an Order Form for connection to the EBH Network, if outside a Datacenter Facility.
- o “Datacenter Facility” – A location where EBH maintains a presence for the physical housing of computer and/or network equipment.
- o “Online/Phone Order” – any order for Products or Services placed by telephone or email to EBH which requires only verbal/written consent, and accepted by EBH. These orders are limited in scope to on-demand remote hands services and spare parts provided by EBH to Customer at Customer’s request.
- o “Order Form” - any mutually executed sales order (“Sales Order”), schedule (“Schedule”), or statement of work (“Statement of Work”) to these General Terms and Conditions and respective service-specific terms and conditions, detailing the Products or Services, the Term, Customer charges, the estimated Commencement Date and any other relevant terms agreed upon by the Parties.
- o “Products or Services” - the products or services provided by EBH (including, without limitation, co-location, bandwidth, managed services including remote hands, computer hardware, and hosting) to Customer.

- o “EBH Network” - collectively, the network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by EBH.
- o “EBH Website” –EBH’s company website, published at <http://eboundhost.com>
- o “Service Level Agreement” – a set of terms and performance guarantees which apply to specific services provided by EBH to Customer, contained in a Supplement (defined below).
- o “Supplement” – a set of terms and conditions specific to certain services provided by EBH which govern Customer’s use of Products or Services.
- o “Term” - the period of time in which EBH provides Products or Services to Customer pursuant to an Order Form and/or any Supplement.

2. STRUCTURE OF AGREEMENT

2.1. Order Forms. From time to time, the Parties will execute one or more Order Forms for EBH to provide Products or Services, each of which shall be governed by, and automatically incorporated by reference into, this Agreement and shall be subject to this Agreement.

2.2. Supplements. EBH may provide Supplements which contain supplemental terms and conditions specific to certain services provided by EBH to Customer which include any Service Level Agreement applicable to the services described therein. Any Supplement, when executed by the Parties, shall be governed by, and automatically incorporated by reference into, this Agreement and shall be subject to these General Terms and Conditions.

3. INVOICING AND PAYMENT

3.1. If a non-recurring charge for installation or setup fee (“Installation Charge” or “NRC”) is specified in an Order Form, EBH will invoice Customer for and Customer will pay such Installation Charge upon the effective date of the Order Form (“Order Form Effective Date”). If the Installation Charge is “estimated”, Customer shall pay an initial amount, as specified on such Order Form, on the Order Form Effective Date and the remaining balance of the “actual” Installation Charge upon the Commencement Date. The balance of the actual Installation Charge will be invoiced by EBH and paid by Customer within thirty (30) days of such invoice.

3.2. If a recurring charge (“Recurring Charge”) (e.g. Monthly Charge (“MRC”), Quarterly Charge, Annual Charge, etc.) is specified in an Order Form, EBH will invoice Customer for and Customer will pay Recurring Charge in advance for each period and within thirty (30) days from the date of such invoice. EBH will begin to invoice the Recurring Charge on the Commencement Date. Invoices for partial months will be pro-rated.

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3.3. If a prepayment ("Prepayment") is specified in an Order Form, EBH will invoice Customer for and Customer will pay such Prepayment upon the Order Form Effective Date. If a Prepayment is for a portion of a Term, the amount of such Prepayment will be applied as a credit to the final Recurring Charges at the end of such Term.

3.4. If an operation and maintenance charge ("O&M Charge") is specified in an Order Form, EBH will invoice Customer for and Customer will pay such O&M Charge beginning on the Commencement Date in advance of each month during the Term and within thirty (30) days from the date of such invoice.

3.5. If applicable, EBH will invoice Customer and Customer will pay such invoices for any additional charges for Products or Services which are more fully described in the respective Order Form.

3.6. All invoices must be paid in accordance with their terms without setoff or deduction, and late payments will accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted in the state of Illinois or (ii) one and one-half percent (1.5%) per month. EBH may apply any payments received by EBH to any one of Customer's then outstanding charges. EBH may apply any payments received by EBH to any one of Customer's then outstanding charges.

3.7. Unless otherwise specified, all payments must be made by Customer to EBH in United States of America dollars.

3.8. For Services ordered through Sales Orders, the initial rates and fees for such Services will be listed on the Sales Orders. In the event that Customer places an order for Services from EBH using a method acceptable to EBH other than a Sales Order, including the EBH Website or Support Ticketing System, the initial rates and fees for such Services will be EBH's then-current list price for such Services. The rates and fees for Services ordered by Customer on an Order Form or Online/Phone Order will remain in effect for one year from the date of the Order. Thereafter, rates and fees will be subject to change, at EBH's reasonable discretion, upon sixty (60) days' prior written notice. Notwithstanding the foregoing, there are no restrictions on EBH's right to modify its rates and fees for Services as to Orders not in effect prior to such changes.

3.9. If Customer wishes to dispute any charge billed to Customer by EBH (a "Disputed Amount"), Customer must submit a good faith claim regarding the Disputed Amount with such documentation as may reasonably be required to support the claim within ninety (90) days of receipt of the initial invoice sent by EBH regarding the Disputed Amount. If Customer does not submit a documented claim within ninety (90) days of receipt of the initial invoice sent by EBH regarding such Disputed Amount, notwithstanding anything in this Agreement to the contrary, Customer waives all rights to dispute such Disputed Amount and Customer waives all rights to file a claim thereafter of any kind relating to such Disputed Amount (and Customer also waives all rights to otherwise claim that it does not owe such Disputed Amount or to seek any set-offs or

reimbursements or other amounts of any kind based upon or relating to such Disputed Amount).

4. APPLICABLE TAXES



Each Party is fully responsible for the payment of any and all taxes required by law to be paid by that Party. Customer will pay all taxes, governmental fees, and third-party charges related to the ownership and operation of Customer's Equipment and the activities of Customer at each Datacenter Facility. Without limiting the foregoing, Customer is responsible for timely paying in full all sales, use, transfer, privilege, excise, and all other taxes and duties, whether international, national, state or local, however designated, now in force or enacted in the future, which are levied or imposed by reason of the performance by EBH or Customer under this Agreement or by Customer with respect to its operations and use of the Datacenter Facility and Customer's Equipment, including any pro-rata leasehold/license pass thru items, if any ("Taxes"); but the term "Taxes" will exclude income taxes on EBH's profits which may be levied against EBH. The rates and fees on an Order Form (as well as the list prices for the Online/Phone Orders) are exclusive of the Taxes, which Customer will also be responsible for paying at the same time it pays the amounts listed on the Orders. Any applicable Taxes that EBH must collect and remit which must be paid directly to EBH will be stated separately on each invoice. In addition, Customer's Equipment will not be construed to be fixtures, and Customer is responsible for preparing and filing any necessary return with, and paying any and all Taxes separately levied or assessed against Customer's equipment to any governmental, quasi-governmental or tax authorities by the date such payments are due.

5. TERM OF AGREEMENT AND TERMINATION

5.1. This Agreement commences on the Effective Date and continues through the latest expiration of all Order Form Term(s) subject to this Agreement, unless earlier terminated as provided herein.

5.2. The Term for each Order Form shall begin on the Commencement Date of the related Product or Service and shall remain in effect until the expiration of the period so specified. Upon the expiration of a Term set forth on an Order Form, such Order Form will renew for successive twenty four (24) month term unless notice of non-renewal is provided by either Party upon at least ninety (90) days prior written notice. Notwithstanding the foregoing, if the Commencement Date of an Order Form or Online/Phone Order occurs on a day other than the first day of a month, Customer shall be responsible for charges beginning on the Commencement Date and EBH will bill for the pro-rata portion of the month in which Service was provided, and the Term will then start on the first day of the subsequent month. By way of example, an Order Form with a twelve (12) month Term has a Commencement Date of December 15, 2012, Customer shall be responsible for the pro-rata Recurring Charges beginning on December 15, 2012 to December 31, 2012, and the Term of the Order Form or

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Online/Phone Order shall begin on January 1, 2013 for a period of twelve months.

5.3. Notwithstanding anything in this Section 5 to the contrary, each Order Form which contains a one (1) month Term shall renew for consecutive one (1) month Terms, unless written notice of non-renewal is provided by either Party, upon at least thirty (30) days prior written notice.

5.4 If EBH is required to procure any of the Products or Services listed on an Order Form from a third party, EBH may provide Customer with a Third Party Service Details form which will list the Commencement Date, applicable Term, and the notice period required for renewal or non-renewal (as the case may be), as well as any terms and conditions which are imposed upon EBH (including automatic renewal, if applicable) by the third party service provider. If a Third Party Service Details form is required in conjunction with an Order Form, EBH may state this on the applicable Order Form. Customer acknowledges that EBH may deliver the Third Party Service Details form after execution of the Order Form, once the applicable Products or Services are ordered from the third party provider and a provisioning date is provided by the third party provider. In addition, Customer agrees to the following: (i) that the terms and conditions set forth on the Third Party Service Details form shall supercede those listed on the Order Form (except for pricing, excluding any applicable taxes levied on EBH by the third party provider related to the service being resold), (ii) in conjunction with any cancellation of services from a third party, Customer will be responsible for all termination charges imposed upon EBH by the third party, and (iii) in the event of conflict between the Third Party Service Details form and this Agreement, the Third Party Service Details shall control.

5.5. EBH may terminate this Agreement as to any affected co-location services if any portion of the Datacenter Facility in which the affected co-location services are located becomes subject to a condemnation proceeding or is condemned, EBH's possession is otherwise terminated or abated, or EBH cannot provide Customer with the access to the affected Datacenter Facility as contemplated herein for a period exceeding thirty (30) days.

6. DEFAULT

Events of Default: The occurrence of any of the events listed below shall be considered an event of default, which gives the non-defaulting Party the right to terminate the Agreement or affected Order Form(s) by written notice following the expiration of any stated cure periods and pursue its remedies under this Agreement:

- o Customer fails to fully pay any of the payments (including Early Termination Charges) required hereunder within five (5) days after receipt of written notice of such failure;
- o Except as provided in clause (a), above, the breach of any material term or condition of this Agreement (including Order Forms or Supplements) and such breach remains uncured thirty (30) days after delivery

to the breaching Party of written notice of such breach by the non-breaching Party. If the breach is of a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period may be extended provided the breaching Party proceeds diligently to cure the breach;

- o the application for or consent to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such Party and remains undischarged for a period of sixty (60) days;
- o the filing of a petition in bankruptcy or a general assignment for the benefit of creditors;
- o Customer defaults under the terms of any other agreement, Supplement or Order Form between the parties whether such other agreement is executed prior or subsequently to the execution of this Agreement.

If Customer is in default, as set forth above, then, after expiration of the cure period, EBH may, in addition to any other remedies that it may have under this Agreement or by law, disconnect, repossess and/or distrain any Products or Services, or Customer equipment located at a Datacenter Facility. If EBH retains counsel for collection or enforcement of Customer's obligations hereunder or to represent EBH in any bankruptcy, reorganization or, receivership proceedings, then Customer shall pay to EBH all reasonable attorneys' fees, costs and expenses incurred in connection therewith. If Customer is in default under any obligation of this Agreement or any Order Form, Customer will be in default of all Order Forms and this Agreement. Notwithstanding anything in this Agreement or on any Order Form to the contrary, any payment required to cure a Customer default must be remitted to EBH in certified funds or wire transfer.

7. REPRESENTATIONS AND WARRANTIES

7.1. **Warrants.** EBH warrants that any Products and Services to be provided to Customer will be at a commercially reasonable level of quality conforming to generally accepted industry standards and in compliance in all material respects with all applicable laws and regulations. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EBH DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

7.2. Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement and all Order Forms, (iii) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in

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connection with the provision and use of the Products and Services and (vi) this Agreement and all Order Forms, when executed, are the legal, valid and binding obligation of such Party.

7.3. Customer warrants that it does not and will not engage in the sale of goods or services that infringe upon the intellectual property rights of a third party or utilize any domain name which infringes upon third party intellectual property rights. Customer will monitor its customers, if any, which utilize Customer's Services to verify compliance with the warranty set forth in this Section 7.3.

8. LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. THE TOTAL LIABILITY OF EITHER PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN ORDER FORM, EXCLUDING EARLY TERMINATION CHARGES, ATTORNEYS' FEES PURSUANT TO SECTION 6 ABOVE, AND THE INDEMNITIES SET FORTH IN SECTIONS 8.2, 8.3, AND 9.1 BELOW, IS LIMITED TO AN AMOUNT EQUAL ONE POINT FIVE TIMES (1.5X) THE TOTAL CHARGES PAYABLE BY CUSTOMER DURING THE FIRST YEAR OF THE TERM SET FORTH THEREIN. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR LOST BUSINESS OPPORTUNITIES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. CUSTOMER WAIVES ANY RIGHT TO SEEK INJUNCTIVE RELIEF FOR ANY CAUSE OR MATTER ARISING FROM THIS AGREEMENT HOWEVER SPECIFICALLY EXCLUDING ANY VIOLATION BY EBH OF THE CONFIDENTIALITY PROVISIONS SET FORTH IN SECTION 9.1 BELOW. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO CLAIMS OF CUSTOMER, WHETHER OCCASIONED BY ANY CONSTRUCTION, INSTALLATIONS, RELOCATIONS, SERVICE, REPAIR OR MAINTENANCE PERFORMED BY, OR FAILED TO BE PERFORMED BY EBH, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, GROSS NEGLIGENCE, OR STRICT LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA OR TECHNOLOGY.

8.2. EBH agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's

fees and expenses) by reason of any claims or actions by third parties for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to EBH's gross negligence or willful misconduct or (ii) infringement or misappropriation by EBH of any intellectual property rights under this Agreement.

8.3. Customer agrees to indemnify, defend and hold EBH, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties, including those of customers of Customer, for (i) bodily injury or death or damage, loss or destruction of any real or personal property (including without limitation the property of EBH), which third party claims arise out of or relate to Customer's gross negligence or willful misconduct, (ii) infringement or misappropriation by Customer of any intellectual property rights under this Agreement, or (iii) Customer's or customers of Customer (if any) or any third party's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct, or (iv) any harm or claims arising out of acts of omission of any customers of Customer (if any) or any third parties using Customer's equipment or service that is subject of this Agreement.

8.4. Customer agrees that EBH is not responsible for loss or damage to equipment and property stored or installed in a EBH site. Customer agrees to maintain insurance coverage on equipment and property stored or installed at each EBH site which covers any type of loss and includes a waiver of subrogation clause, and to provide a certificate of insurance which evidences this coverage and names EBH as an additional insured upon request. EBH shall not be liable for damage to, or loss of any of Customer equipment resulting from any cause, other than EBH's negligence or willful misconduct and then only in an amount not to exceed the actual cash value of the damaged equipment, and not to exceed the limits set forth in Section 8.1.

8.5. Customer shall have no right or interest in any EBH-supplied equipment other than the right to use such equipment during the specified term while payments are current. Customer shall be liable to EBH for any damage to such equipment caused by Customer or Customer's representatives, agents or employees, or customers of Customer (if any).

9. CONFIDENTIALITY; PUBLICITY

9.1. **Confidentiality.** Each Party agrees that the terms of this Agreement and all information furnished to it by the other Party, including maps, pricing, financial terms, network routes, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing

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Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the “Disclosing Party” and the other Party referred to as the “Receiving Party”). Each Party will treat the Proprietary Information that the Receiving Party either knows or reasonably should know to be confidential to the Disclosing Party and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees or third parties identified within an Order hereunder on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 9.1 will survive termination of the Agreement by either Party for any reason for a period of two (2) years after the date of termination.

9.2. Publicity. Notwithstanding anything herein to the contrary, neither party may release a public statement announcing the Agreement (“Press Release”) without the prior written consent of the other party.

10. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, except that either party may assign this Agreement upon notice and without consent to a person, firm, corporation, partnership, association, trust or other entity (i) that controls, is controlled by or is under common control with Customer or (ii) into which it is merged or consolidated or which purchases all or substantially all of its assets; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent will be void and will be considered a material breach of this Agreement. Upon any permitted assignment, the assigning party will remain jointly and severally responsible for the performance under this Agreement, unless released in writing by the other party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11. FORCE MAJEURE

Neither party will be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of “Force Majeure,” which is defined as any cause beyond the reasonable control of the party claiming relief, including but not limited to the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by EBH to construct and operate its facilities or network.

12. NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on the signature page hereof. In addition, EBH shall have the right to send Customer notices, other than notices for default or termination, to Customer’s email address as contained on EBH’s customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

13. MISCELLANEOUS

13.1. Governing Law; Jurisdiction. This Agreement will be interpreted and construed in accordance with the internal laws of the State of Illinois without giving effect to its principles of conflicts of laws. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction.

13.2. Survival. The Parties’ respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect for a period of two (2) years after the date of termination.

13.3. No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns.

13.4. Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement may be deemed to constitute a partnership, joint venture or agency agreement between them.

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13.5. Remedies Not Exclusive. Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.

13.6. Headings; Separability. The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.

13.7. No Implied Waiver. No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege hereunder will operate as a waiver, except as expressly provided herein.

13.8. Counterparts. This Agreement may be executed in counterparts, including by facsimile transmission, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

13.9. Changes Prior to Execution. Each Party represents and warrants that any changes to this Agreement made by it were properly marked as changes and that it made no changes to the Agreement that were not properly identified as changes.

13.10. Precedence. Except as may be set forth herein, this Agreement supersedes all previous and contemporaneous written and oral representations, understandings, or Agreements related to the subject matter herein and shall prevail notwithstanding any variance with terms and conditions of any Order Form submitted, unless otherwise agreed to in writing by both Parties.

14. ACCEPTABLE USE

14.1. Acceptable Use; SPAM. Customer will at all times comply with and conform its use of the Service to EBH's Acceptable Use Policy and Anti-SPAM Policy set forth at the EBH Website, as updated from time to time, subject to notice to Customer of any material changes. In the event Customer materially violates the EBH Acceptable Use Policy where EBH determines in its reasonable discretion that there is potential harm to its Network or business, EBH shall have the right to immediately suspend Service. In other cases of violation of the Acceptable Use Policy and Anti-SPAM Policy, EBH will provide notice and opportunity to cure, to the extent EBH deems reasonably appropriate, depending on the nature of the violation, the availability of the Customer and whether or not there has been a repeat violation. EBH, in its reasonable discretion, shall re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

14.2. Illegal Use. Customer will cooperate in any investigation of Customer's alleged illegal use (or that of its customers, if any) of EBH's facilities or other networks accessed through the EBH Network. If Customer fails to cooperate with any such investigation, EBH may suspend Customer's Service. Additionally, EBH may modify or suspend Customer's Service in the event of illegal use of

the EBH Network or as necessary to comply with any law or regulation, including but not limited to the Digital Millennium Copyright Act of 1998. 17 U.S.C. 512 copyright infringement, or to prevent counterfeiting and cyber squatting as reasonably determined by EBH.

15. RESTRICTIONS

Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by any government within whose jurisdiction Customer operates or does business.

16. EARLY TERMINATION CHARGES

16.1. If an Order Form is terminated prior to expiration by reason of: (i) Customer termination ("Termination for Convenience"), if such termination is not an exercise of Customer's rights or remedies under the Agreement, or (ii) a Customer Event of Default for failure to pay any payment, as provided, herein, then, in addition to all other sums due and owing, Customer agrees to pay an "Early Termination Charge" to EBH.

16.2. For service terminated prior to the end of the Term, an early termination charge will be calculated as an amount equal to the aggregate of all remaining Recurring Charges until the end of the Term (the "Early Termination Charge").

16.3. If the Recurring Charges (or a component of the Recurring Charges) are fully prepaid, the Early Termination Charge is equal to the unamortized portion of such prepayment as of the date of termination.

16.4. Customer acknowledges and agrees that the Early Termination Charge reflects a reasonable estimate of the damages incurred by EBH as a result of an early termination, and is not a penalty. Notwithstanding the foregoing, EBH may seek all other available remedies in law and in equity in the case of Customer's default resulting from any reason, other than nonpayment.

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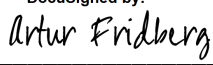
**17. ENTIRE AGREEMENT; AMENDMENT;
EXECUTION**

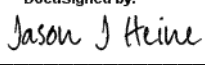
This Agreement, including all Order Forms, Supplements and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written. This Agreement may be

amended only by a written instrument executed by the Parties. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. This Agreement may be executed by email or facsimile. The Parties have executed this Agreement as of the last date of execution below.

EBOUNDHOST.com – ADF, Inc.

CUSTOMER

DocuSigned by:

Signature: _____
CCFB80B4670F4E2...
Print Name: Artur Fridberg
Title: President
Date: March 5, 2013

DocuSigned by:

Signature: _____
48971411962844D...
Print Name: Jason J Heine
Title: Director of Finance
Date: March 3, 2013

Address notices for ADF, Inc.:

eBoundHost.com – ADF, Inc.
PO Box 7145
Buffalo Grove, IL 60089

Address notices for Customer:

AppDynamics, Inc.
Attn: Legal, 303 Second St, Ste 450, North Tower
San Francisco, CA 94107

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Supplemental Terms and Conditions: Bandwidth Service

The terms and conditions detailed in this Supplement apply to the Master Products and Services Agreement

dated March 5, 2013
between ADF,
Inc. d/b/a/ eBoundHost.com ("EBH" or
"eBoundHost") and

AppDynamics, Inc. ("Customer")
are provided to Customers who purchase Bandwidth
services delivered over the EBH Network. This
Supplement is governed by, and incorporated into,
the Master Products and Service Agreement between
the Parties.

1. GENERAL; DEFINITIONS

1.1 Service Description. EBH's Bandwidth service provides Internet Protocol ("IP") connectivity to the Internet utilizing the EBH Network at one or more selected Point(s) of Presence ("POP").

1.2 Use of EBH IP Addresses. Any IP Addresses assigned to Customer by EBH remain the sole possession of EBH, and may be used only in connection with and for the duration of the Services purchased. In the event Customer discontinues the use of the Services for any reason, or this Agreement terminates for any reason, Customer's right to use the IP Addresses shall terminate within ten (10) business days.

1.3 Definitions. Unless otherwise defined herein, capitalized terms in these terms and conditions shall have the definitions attributed thereto in the Master Products and Services Agreement.

- o "Bandwidth" - the measured rate of bits per second transferred over the EBH Network from and to Customer's equipment.
- o "Burst Bandwidth" – the incremental amount of Bandwidth consumed in excess of Customer's committed level as further defined below.
- o "IP" – Internet Protocol, the basic rules and encoding specifications for sending data on the Internet.
- o "IP Addresses" – One or more IP address numbers.

2. SERVICE-SPECIFIC CHARGES AND SERVICE TYPES

2.1 General Connectivity. Subject to the terms and conditions contained herein, EBH will provide to Customer connectivity of its equipment to the EBH Network to enable the transfer of Bandwidth on terms (including commencement date) specified in an Order Form.

2.2 Billing for Bandwidth. Billing for Bandwidth is performed on a calendar-month basis. Any bandwidth used on a partial-month basis shall be subject to the 95th percentile calculations of the full calendar month. Billing for Bandwidth usage will

follow the "95th percentile" rule: Usage samples will be collected and sorted from highest to lowest and the top 5% discarded in any given calendar month. The next highest sample (the 95th percentile number) will then be used as the basis in computing the charge for the month for incremental Bandwidth beyond the committed level. Charges for Burst Bandwidth will be billed after the end of the month.

2.3 Per-gigabyte billing for Bandwidth. Per-gigabyte billing for Bandwidth may be offered to Customer at EBH's sole discretion. Billing for per-gigabyte Bandwidth usage is performed on a calendar-month basis. Overage charges for Burst Bandwidth, if not specified in an Order Form, will be billed at EBH's published rate on the EBH Website. Bandwidth usage for per-gigabyte billing shall be based on actual port usage in any given calendar month, as measured by port counters, in one gigabyte (1,073,741,824 byte) increments.

2.4 Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the EBH Network and/or through other public and private networks. EBH is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

3. SERVICE LEVEL AGREEMENT

EBH will use commercially reasonable efforts to minimize Excess Packet Loss and Latency and to avoid Downtime, and provides performance guarantees as detailed below.

3.1. Packet Loss and Latency Guarantee. EBH monitors the aggregate packet loss and transmission latency within its LAN and WAN. EBH does not monitor the packet loss or transmission latency of specific customers. After discovering or being notified by Customer of packet loss in excess of one-half percent (0.5%) ("Excess Packet Loss") or transmission latency ("Latency") based on EBH's measurements in excess of 5 milliseconds from a EBH router to any of EBH's transit carriers, EBH will use commercially reasonable efforts to determine the source of such Excess Packet Loss or Latency and to correct such problem to the extent that the source of the problem is on the EBH Network.

3.2. Uptime Guarantee. For customers who have two or more connections to the EBH Network within a Datacenter Facility, EBH guarantees 100% connectivity from the EBH Network to the Internet without Downtime. "Downtime" shall be defined as Customer experiencing sustained packet loss in excess of fifty percent (50%) based on EBH's measurements.

3.3. Remedy for Failure. If two (2) hours after being notified of any Excess Packet Loss or Latency on the EBH Network, EBH fails to remedy such Excess Packet Loss or Latency, EBH will credit Customer's

Customer Initials:

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Supplemental Terms and Conditions: Bandwidth Service

account the pro-rata Bandwidth charges for such continuous Excess Packet Loss or Latency that follows the initial two (2) continuous hours, provided that all such credits will not exceed an aggregate maximum credit of Bandwidth charges otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month. If Customer experiences Downtime, then EBH will credit a Customer's account the pro-rata Bandwidth charges for such Downtime, provided that all such credits will not exceed an aggregate maximum credit of Bandwidth charges otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month. All credits provided for under this Bandwidth Service Level Agreement are calculated by reference to the monthly recurring charge of the affected port(s) only. Any other fees, including, but not limited to, non-recurring charges, local access circuits, space rental fees, managed services, incremental bandwidth usage, electricity, and hourly support charges, are excluded in the calculation of applicable credits.

3.4. Customer Credit Request. Customer must notify EBH within five (5) business days from the time Customer becomes eligible to receive a credit under this Bandwidth Service Level Guarantee to receive such credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit. Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges, and similar additional charges.

3.5. Limitation on Remedies. If Customer is entitled to multiple credits under this Bandwidth Service Level Agreement, such credits shall not be cumulative beyond a total of credits for one (1) calendar month in any one (1) calendar month in any event. EBH will not apply a credit under 3.1 for any Excess Packet Loss or Latency for which Customer received a credit under Section 3.2. Sections 3.1, 3.2 and 3.3 above state Customer's sole and exclusive remedy for any failure by EBH to provide Bandwidth or adequate service levels, including but not limited to any outages or EBH Network congestion. EBH's suspension or modification of Bandwidth in accordance with the

terms of this Agreement shall not be deemed to be a failure of EBH to provide adequate service levels under this Agreement. In no event shall Customer be entitled to any credit on its Bandwidth charges to the extent that the latency or Downtime is caused by Customer attempting to exceed the maximum bandwidth of Customer's connection to the EBH Network or otherwise violating the terms of this Agreement.

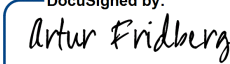
3.6. Exclusions. Customer shall not receive any credits under these Service Level Agreements in connection with any failure or deficiency caused by or associated with any of the following:

- o Circumstances beyond EBH's reasonable control, defined as Force Majeure in the Agreement.
- o Failure of local access circuits to the EBH Network, unless such failure is caused solely by EBH.
- o False SLA breaches reported as a result of outages or errors of any SLA measurement system.
- o Acts or omissions by Customer, Customer's agents, Customer's contractors, or Customer's vendors, including but not limited to negligence, misconduct, breach of EBH's Acceptable Use Guidelines or Anti-SPAM Policy, failure to provide EBH or its agents adequate access to the facilities, or otherwise causing EBH to be unable to meet any of the criteria set out in this SLA.
- o Scheduled maintenances, emergency maintenances, or necessary network upgrades.
- o Disconnection by EBH for non-payment or other Customer default or breach under the terms of this Agreement.

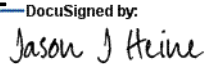
4. EXECUTION

This document may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. This document may be executed by facsimile. The Parties have executed this document as of the last date of execution below.

EBOUNDHOST.com – ADF, Inc.

DocuSigned by:

 Signature: _____
CGFB80B4670F4E2...
 Print Name: Artur Fridberg
 Title: President
 Date: March 5, 2013

CUSTOMER

DocuSigned by:

 Signature: _____
48971411962844D...
 Print Name: Jason J Heine
 Title: Director of Finance
 Date: March 3, 2013

Customer Initials:

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eBoundHost.com – ADF, Inc.

Supplemental Terms and Conditions: Licensed Space

The terms and conditions detailed in this Supplement apply to the Master Products and Services Agreement

dated March 5, 2013
between ADF, Inc.
d/b/a/ eBoundHost.com ("EBH" or "eBoundHost") and

AppDynamics, Inc.

____ ("Customer")
are provided to Customers who purchase Licensed Space (defined below) in a Datacenter Facility from EBH. This Supplement is governed by, and incorporated into, the Master Products and Services Agreement between the Parties.

1. GENERAL; DEFINITIONS

1.1 Definitions. Unless otherwise defined herein, capitalized terms in these terms and conditions shall have the definitions attributed thereto in the Master Products and Services Agreement.

- o "Humidity" – The humidity measured within Customer's Licensed Space, which is measured between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet, as designated by EBH.
- o "Licensed Space" – the areas licensed by Customer under this Agreement in a Datacenter Facility, as set forth on an Order Form, and as identified in the Order Form as to the amount of space. For each Licensed Space, EBH will determine at all times during the Term the exact location in the Datacenter Facilities where the Licensed Space will be located, and EBH will notify Customer accordingly.
- o "Remote Hands" – work performed by EBH employees or employees of the Datacenter Facility where Customer's Licensed Space is located.
- o "Sublicensed Spaces" – The portion of the Licensed Space sublicensed to a Sublicensee by Customer.
- o "Sublicensee" – A customer of Customer who obtains services from Customer and who sublicenses all or part of the Licensed Spaces from Customer.
- o "Temperature" – The temperature measured within Customer's Licensed Space, which is measured between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet, as designated by EBH.

1.2 Customer Permission and

Acknowledgements. Customer expressly grants EBH and EBH's third party service providers, for the purpose of providing Licensed Space to Customer, the right to access Customer equipment for the purpose of maintaining the Licensed Space.

1.3 Acceptance of Service. When setup of Licensed Space is complete, EBH shall require Customer to provide written confirmation of acceptance of the Licensed Space before Customer is eligible to receive credits under section 3 below. Notwithstanding anything in this Section 1.3 to the contrary, Customer shall be responsible for all service charges beginning on the earlier of: (a) the date of installation of Customer's equipment, or (b) the Commencement Date.

2. SERVICES PROVIDED; SERVICE CHARGES

2.1 Licensed Space. Subject to the terms and conditions of this Agreement and any applicable Order Forms, in consideration for the Installation Charges and Recurring Charges for Licensed Space set forth in the Order Form(s), EBH grants Customer a license to use the Licensed Space during the Term as set forth herein. The use of the Licensed Space is governed by the following additional terms and conditions:

- o Customer must arrange equipment in the Licensed Space in a hot/cold aisle configuration, as designated by EBH.
- o Customer must observe the rules and regulations of each Datacenter Facility, verbal, posted, or written in print or on the EBH Website, or as may be provided to Customer from time to time via email delivery.
- o Notwithstanding anything in this Agreement or on any Order Form to the contrary, upon the expiration of the first year of the initial Term set forth on an Order Form, EBH may at its reasonable discretion increase the rates for Licensed Space at a rate not to exceed five percent (5%) per year; provided, however, if EBH's cost to provide such Licensed Space are more than five percent (5%), EBH may increase the rate for such Licensed Space at such increased cost. For the purposes of this Section 2.1, items which contribute EBH's cost to provide such Licensed Space shall be limited to rent and real estate taxes which EBH pays to a landlord or governmental entity in connection with use of the Licensed Space.

2.2 Shared Cabinet Space. EBH shall offer Licensed Space in cabinets shared with multiple EBH customers at its sole discretion ("Shared Cabinet Space"). In The following additional terms and conditions apply to any Customer in Shared Cabinet Space:

- o Power is shared among multiple customers, and is managed by EBH.
- o Cross-Connects are not permitted in shared cabinet space.
- o Private network switches are not permitted in

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shared cabinet space.

- Customers in Shared Cabinet Space will not be given unescorted facility access, and must schedule all work visits in advance with EBH. An hourly fee will be charged for providing this service at the price published on the EBH Website.

2.3 Power. EBH may provide Customer with conditioned power in the Licensed Space, subject to the following terms and conditions:

- Power circuits shall be installed with an Installation Charge and a Recurring Charge for the use of the circuits as set forth on an Order Form.
- Each Licensed Space shall be subject to a limit on the amount of power Customer is permitted to draw in the Licensed Space (a "Power Cap").
- Each circuit shall be assigned a maximum draw permissible on a single power circuit (its "Rated Capacity"), defined as the lesser of 80% of the rating of the circuit's breaker rating, or the Power Cap assigned to the Licensed Space in which the power circuit is installed.
- EBH may provide power circuits in the Licensed Space on which Customer may draw the full Rated Capacity of the circuit (each a "Primary Power Circuit").
- For each Primary Power Circuit, EBH may provide an additional power circuit which is designated by EBH to provide an alternate power source to equipment connected to a Primary Power Circuit (each a "Redundant Power Circuit"). A Redundant Power Circuit shall be powered from a separate power bus to provide redundancy to Customer equipment. When a power circuit is designated as a Redundant Power Circuit, it and its corresponding Primary Power Circuit shall together be designated a "Redundant Circuit Pair".
- Power circuits installed in the Licensed Space which are designated as a Redundant Circuit Pair shall assume the Rated Capacity of only the Primary Power Circuit shared among both circuits in the Redundant Circuit Pair. A Redundant Power Circuit does not contribute to the Rated Capacity of a Redundant Circuit Pair.
- Customer shall not exceed, or install equipment in a manner which could cause Customer to exceed, the Rated Capacity of any power circuit in the Licensed Space, or the Power Cap assigned to the Licensed Space.
- If Customer's power consumption exceeds the Power Cap assigned to the Licensed Space, Customer shall be charged an additional monthly charge of fifty cents (\$0.50) per watt used in excess of the Power Cap in Customer's Licensed Space per month. Also, usage above the Power Cap may require either (i) the purchase of

additional Licensed space on an as-available basis, or (ii) a reduction in Customer's power consumption.

- In the event that EBH measures Customer's power draw in the Licensed Space and such draw exceeds the Power Cap, EBH may require Customer to reduce the power draw in the Licensed Space to the Power Cap within (7) days of such measurement. EBH may disconnect Customer's equipment or Power Circuits until the aggregate usage of all Power Circuits in the Licensed Space equals the Power Cap.
- Customer is prohibited from installing power distribution equipment in a daisy-chain configuration.
- Customer is prohibited from powering any of the following equipment from a power circuit in the Licensed Space without EBH's prior written consent: power tools, vacuum cleaners, DC power conversion equipment or battery backup systems.
- Notwithstanding anything in this Agreement or on any Order Form to the contrary, upon the expiration of the first year of the initial Term set forth on an Order Form, EBH may at its reasonable discretion increase the rates for power Services at a rate not to exceed five percent (5%) per year; provided, however, if EBH's cost to provide such power Services are more than five percent (5%), EBH may increase the rate for such power Service at such increased cost.

2.4 Cross-Connects. EBH shall provide Customer with physical fiber or copper media connections (each a "Cross-Connect") as requested by Customer; (i) between Customer's Licensed Spaces (each an "Infrastructure Cross-Connect"); (ii) to EBH (each a "EBH Cross-Connect"); or (iii) to third-party telecommunications providers (each a "Carrier Cross-Connect"), subject to the following terms and conditions:

- The pricing for each Cross-Connect shall be set forth on an Order Form, and may vary according to the media requested, physical installation path taken, and the Datacenter Facility in which the Cross-Connect is installed.
- Infrastructure Cross-Connects shall be installed for a one-time installation charge.
- EBH Cross-Connects shall be installed as required to provide EBH's Products or Services to Customer. Any Installation Charge associated with a EBH Cross-Connect will be included in the charges for such Products or Services.
- A Carrier Cross-Connect may have both an Installation Charge and a Recurring Charge associated with the use of the Cross-Connect.
- Any Carrier Cross-Connect which is cancelled before the end of its initial Term may be subject

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to a cancellation charge of \$500, as well as charges for up to two (2) months' service for the associated cross-connect.

- Customers are not permitted to move any Cross-Connect from its initial point of demarcation. All connections to Customer equipment must be made using patch cables to the front of the patch panel in Customer's Licensed Space.
- Customers are not permitted to run any cabling on EBH or Datacenter Facility cable runways, ladders, trays, or other cable management systems without EBH's prior written consent.

2.5 Remote Hands. EBH may provide Remote Hands services to Customer, subject to the following terms and conditions:

- Customer may request Remote Hands services via email or telephone. EBH will assign each request a unique ticket number, which will be billed to Customer upon completion as an Online/Phone Order.
- In certain Datacenter Facilities where EBH staff is available, the Remote Hands service is provided by EBH employees. In facilities where EBH does not have a staff presence, the Remote Hands service is provided by a third party.
- In facilities where Remote Hands are provided by a third party, EBH will pass thru the charges from the third party, as well as the EBH staff's time spent coordinating the third party. Charges from third parties are not subject to any negotiated discount that EBH may offer for Remote Hands provided by EBH staff.
- Remote Hands service provided by EBH staff is billed in 30-minute increments, with a 30-minute minimum. Charges from third party service providers will be subject to the provider's applicable minimums and billing increments.
- Remote Hands service provided by EBH staff may be purchased at a discounted rate by committing to a prepaid block of time. Prepaid blocks may be purchased on a one-time basis to receive a discounted rate for a specific project or Order Form, or may be purchased as a monthly recurring service.
- If Customer purchases a prepaid block of Remote Hands time and the time billed exceeds the amount of time purchased, Customer shall receive the discounted rate negotiated in the prepaid block for the extra time within the same calendar month or project, as the case may be.
- Unused time in any prepaid block sold as a monthly Recurring Charge shall expire at the end of the calendar month in which the prepaid block was purchased.

2.6 Parts Logs. Upon prior written agreement by the parties, Customer's personnel may request EBH to provide computer hardware via email or in person. Requests for parts will be logged onto a sheet (a

"Parts Log") with the date, equipment sold, and either the ticket number when submitted by email, or the signature of Customer's representative if the request is made in person. Prices for equipment sold on the Parts Log shall be set at EBH's then-current list prices, with a nominal processing fee per request (in lieu of Remote Hands charges). Notwithstanding the foregoing, if Customer asks EBH to perform installation services for any equipment as part of the request, the installation shall be billed at Customer's Remote Hands rate. EBH will process all Parts Logs at its sole discretion, typically once per month but not less than once per quarter. EBH reserves the right to amend the terms and conditions of, or revoke Customer's use of the Parts Log service at any time.

2.7 Hardware Purchase. Customer's purchase of hardware from EBH via an Order Form, Online/Phone Order, or Parts Log request ("Purchased Hardware") shall be governed by the following terms and conditions:

- Unless specified in an Order Form, pricing for all hardware shall be at EBH's then-current list pricing.
- Customer is responsible for any applicable sales tax in conjunction with the Purchased Hardware.
- In jurisdictions where EBH collects sales tax, EBH shall charge Customer the applicable tax unless a valid certificate of exemption is presented.
- EBH warrants Purchased Hardware shall be free from defects for a period of thirty (30) days from the date of delivery to Customer (the "EBH Warranty Period"). Purchased Hardware which fails within the EBH Warranty Period will be replaced or refunded to Customer.
- Upon expiration of the EBH Warranty Period, Customer's sole and exclusive remedy for defective Purchased Hardware is to pursue a warranty claim with the original equipment manufacturer or reseller (each an "OEM"). EBH agrees to transfer ownership of the Purchased Equipment to Customer and reasonably assist Customer with documentation for OEM warranty claims.
- Customer acknowledges that in cases where the Purchased Hardware is from EBH's stock, that the OEM's warranty commencement date will be the date the equipment was purchased by EBH which may be less than the OEM would provide to Customer if purchased at retail.
- Purchased Hardware may not be returned for any reason except for failure of the Purchased Hardware within the EBH Warranty Period when EBH is unable to provide an equal product, or equivalent product that is satisfactory to Customer.
- EBH's total liability in conjunction with Purchased Hardware shall be limited to the replacement or refund of any failed Purchased Hardware during

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- the EBH Warranty Period as outlined above.
- o Customer's sole and exclusive remedy in conjunction with failure of Purchased Hardware shall be to obtain replacement hardware (if available) or a refund, at EBH's reasonable discretion.
- o The failure of Purchased Hardware shall not cause Customer to become eligible for any SLA credits for any resulting outage or downtime.

3. SERVICE LEVEL AGREEMENTS

EBH will use commercially reasonable efforts to maximize availability of the Licensed Space, and provides performance guarantees as detailed in this Section 3.

3.1 Power SLA. If the Licensed Space which contains Customer equipment (a "Loaded Cabinet") is powered by a Redundant Circuit Pair and both circuits experience a simultaneous interruption in electrical power (a "Power Outage"), such that the Loaded Cabinet experiences a Power Outage which lasts shorter than one (1) hour, EBH shall provide a credit equal to the Recurring Fees attributable to that Loaded Cabinet for the day during which the interruption occurs.

If a Loaded Cabinet in Customer's licensed spaces experiences a Power Outage which lasts for one (1) continuous hour or longer, EBH shall provide a credit equal to the Recurring Fees attributable to that Loaded Cabinet for the calendar week during which the interruption occurs.

For each of Customer's Loaded Cabinets, the maximum credit to which Customer shall be entitled in a calendar month shall not exceed the Recurring Charges attributable to that Loaded Cabinet for the last calendar week of that calendar month.

If multiple Power Outages occur within a consecutive 24-hour period, the consecutive power outages shall be considered one continuous power outage for the purposes of this Section 3.1.

3.2. Temperature SLA. If a Loaded Cabinet experiences an event where the Temperature drops below 55 degrees or exceeds 80 degrees Fahrenheit for more than four (4) consecutive hours (a "Temperature Irregularity") two or more times during a calendar month, EBH shall provide a credit equal to the Recurring Charges attributable to that Loaded Cabinet for one day during the calendar month in which the Temperature Irregularities occur; provided, however, under no circumstances will Customer be entitled to Temperature Irregularity credits in any one calendar month in excess of Recurring Charges for seven days of Recurring Charges.

3.3. Humidity SLA. If a Loaded Cabinet experiences an event where the Humidity drops below 20 percent or exceeds 65 percent for more than four (4) consecutive hours (a "Humidity Irregularity") two or more times during a calendar month, EBH shall provide a credit equal to the Recurring Charges attributable to that Loaded Cabinet for one day during the calendar month in which the Humidity Irregularities occur; provided, however, under no circumstances will Customer be entitled to Humidity Irregularity credits in any one calendar month in excess of Recurring Charges for seven days of Recurring Charges.

3.4. Carrier Cross-Connects. EBH represents that the connectors, copper, and fiber it uses for Carrier Cross-Connects will be effective media for interconnection, and that the path created by those connectors, copper, or fiber will be available; provided that Customer does not introduce any active components in the path of the Carrier Cross-Connects. If the path, connectors, or other passive physical media fail for Carrier Cross-Connects due to circumstances caused solely by EBH ("Media Failure"), EBH shall provide a credit equal to the Recurring Fees attributable to that Carrier Cross-Connect for the month during which such Media Failure occurs; provided that Customer shall allow EBH to test all Cross-Connects for which Customer reports Media Failure. Unavailability of a Carrier Cross-Connect during such testing shall not be considered Media Failure hereunder. EBH will provide a maximum credit of one month per Carrier Cross-Connect that experiences Media Failure in any calendar month. In the event that EBH performs testing pursuant to this Section 3.3 because Customer has reported Media Failure, and such testing reveals that there is no Media Failure, Customer shall be charged for such testing at the then-current hourly rate for EBH technical services as posted on the EBH Website, except that Customer shall be entitled to one instance of testing that reveals no Media Failure free of charge per calendar month.

3.5. Remedy for Failure. Remedies for each individual service level guarantee are provided in-line with the guarantees listed in Sections 3.1-3.4, and are subject to all of the provisions in this Supplement.

3.6. Customer Credit Request. Customer must notify EBH within five (5) business days from the time Customer becomes eligible to receive a credit under this Supplement to receive such credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit. Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges, and similar additional charges.

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3.7. Limitation on Remedies. If Customer is entitled to multiple credits under this Supplement, any other Supplement or the Agreement, such credits shall not be cumulative beyond a total of credits for two (2) weeks in any one (1) calendar month in any event. Customer shall only be eligible for one (1) credit under this Supplement, any other Supplement or the Agreement for any single event, even if multiple guarantees are not met. By way of example and not limitation, if a Power Outage and a Temperature Irregularity occur simultaneously, Customer shall only be eligible for one credit under this Supplement, any other Supplement or the Agreement. Sections 3.1, 3.2, 3.3, and 3.4 above state Customer's sole and exclusive remedy for any failure by EBH to provide adequate service levels, including, but not limited to, any outages. Except as set forth in this Supplement, EBH makes no claims regarding the availability performance of the Licensed Space.

3.8. Exclusions. Notwithstanding anything in these Service-Specific Terms and Conditions to the contrary, Customer shall not receive any credits under these Service Level Agreements in connection with any failure or deficiency caused by or associated with any of the following:

- Failure of Customer-owned equipment used in connection with the Licensed Spaces
- Circumstances beyond EBH's reasonable control, defined as Force Majeure in the Agreement.
- False SLA breaches reported as a result of outages or errors of any SLA measurement system.
- Acts or omissions by Customer, Customer's agents, Customer's contractors, or Customer's vendors, including but not limited to negligence, willful misconduct, breach of EBH's Acceptable Use Guidelines or Anti-SPAM Policy, failure to provide EBH or its agents adequate access to the facilities, or otherwise causing EBH to be unable to meet any of the criteria set out in this SLA.
- Results from incorrect installation, operation, or malfunction of Customer's equipment.
- Scheduled maintenances, emergency maintenances, or necessary network upgrades.
- Disconnection by EBH for non-payment or other Customer default or breach under the terms of this Agreement.
- Use of the Licensed Spaces in breach of the EBH Acceptable Use Policy or Anti-SPAM Policy posted, which are posted on the EBH Website.

4. SUBLICENSING PROVISIONS

The following provisions apply with respect to any sublicense of Licensed Spaces.

- Customer may sublicense (but may not assign,

delegate, or otherwise transfer unless as permitted under the Master Products and Services Agreement). Notwithstanding any sublicensing of Sublicensed Spaces, Customer will remain fully responsible to EBH for the performance of all of Customer's obligations under this Agreement (including the payment of all amounts owed under this Agreement) and all other agreements between EBH and Customer. No sublicense arrangement or arrangement between Customer and any Sublicensee will relieve Customer from any liability under this Agreement or any other agreement between EBH and Customer. Without limiting the foregoing, Customer is responsible for paying all fees for all of the Licensed Spaces (including Sublicensed Spaces) and the charges for additional services for, or relating to, any or all of the licensed spaces (including Sublicensed Spaces). In no event will EBH be deemed to be providing any Services to Sublicensee for, or relating to, the Sublicensed Spaces, as the provision of any such Services will be deemed to be to Customer for all purposes under this Agreement.

- Customer must ensure that each and every sublicense agreement or other sublicense arrangement that Customer has with a Sublicensee does not have any terms or conditions that are (i) inconsistent with this Agreement, or (ii) seek to provide Sublicensee with rights that Customer does not have under this Agreement. Without limiting the foregoing or any other restrictions on Sublicensees, no Sublicensee will have any right to use its Sublicensed Spaces in any manner that Customer is not permitted to use the Licensed Spaces.
- Sublicensees do not have any rights, separate and apart from Customer's rights, to access their Sublicensed Spaces. Accordingly, only Customer's authorized persons may access the Sublicensed Spaces or Sublicensees at a Datacenter Facility. Furthermore, EBH is not responsible for restricting a Sublicensee's access to Customer's Licensed Spaces located in an area to which that Sublicensee has access.
- Notwithstanding anything in this Agreement to the contrary, a Sublicensee has no right to sublicense, delegate, assign, or otherwise transfer its rights to use the Sublicensed Spaces to any other person or entity without EBH's consent, which consent may be withheld for any reason whatsoever or no reason.
- Without limiting Customer's indemnification obligations under this Agreement, Customer will indemnify and hold harmless EBH and its third-party Datacenter Facility providers from any and all liability, damages, costs and expenses

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(including reasonable attorneys' fees and expenses) arising from or relating to (i) any claim by a customer or end-user of any Sublicensee relating to, or arising out of, a Sublicensee's or any of its customers' services, Customer's or any of its customers' services, or the services provided under this Agreement (including claims relating to interruptions, suspensions, failures, defects, delays, impairments or inadequacies in any of the aforementioned services, including the services from EBH); and (iii) any claim by a Sublicensee to the extent that such claim, if sustained, would result in any greater obligation or liability of EBH to such Sublicensee than EBH has undertaken to Customer under this Agreement or any other agreement between EBH and Customer.

5. SURRENDER OF LICENSED SPACE

Upon expiration or earlier termination of any Licensed Space, Customer will remove its equipment from the Facility at Customer's expense. Customer will surrender the Licensed Space in good condition, reasonable wear and tear excepted. If Customer fails to remove its equipment and other personal property from the Datacenter Facility within 30 days after the date of expiration or other termination, EBH may dispose of such items at Customer's sole cost and expense. In addition, upon expiration or other termination of this the Licensed Space for any reason, at EBH's option Customer will, at its sole cost and expense, remove all alterations, additions and improvements made or installed by Customer and restore the Facility to the same or as good condition as existed as when Customer first installed equipment, reasonable wear and tear excepted. If Customer fails to surrender terminated Licensed Space or any portion thereof at the expiration or earlier termination of the Term, then it will be conclusively presumed that the value to Customer of remaining in possession, and the loss that will be suffered by EBH as a result thereof, far exceed the Recurring Charges that would have been payable had the Term continued during such holdover period. Therefore, if Customer does not immediately surrender the Licensed Space or any portion thereof upon expiration or earlier termination of the Term, then the Recurring Charges payable by Customer shall be increased to the following percentages of the Recurring Charges that would have been payable if the Term had continued during such holdover period: one hundred fifty percent (150%) for each of the first (1st), second (2nd) and third (3rd) months of such holdover; and two hundred percent (200%) for each month thereafter. Such Recurring Charges shall be computed by EBH and payable by Customer on the first day of such holdover period and on the first day of each calendar month thereafter during such holdover period until the Licensed Space is vacated.

In no event shall any holdover be deemed a permitted extension or renewal of the Term, and nothing contained herein shall be construed to constitute EBH's consent to any holdover or give Customer any rights with respect thereto.

6. INSURANCE

In addition to the coverage requirements set forth in the Agreement, the insurance requirements set forth in this Section 6 are required of all Customers who purchase Licensed Space from EBH.

6.1 Coverages Required. Customer agrees to maintain appropriate insurance, at its expense, for each Datacenter Facility during the entire time this Agreement is in effect, which at a minimum shall consist of (i) Commercial General Liability Insurance in an amount not less than One Million U.S. Dollars (US\$1,000,000) with a maximum Ten Thousand U.S. Dollars (US\$10,000) deductible or self-insured retention, or the local currency equivalent, per occurrence for bodily injury, death and property damage, which policy will include contractual liability coverage related to this Agreement; (ii) Workers' Compensation and employer's liability insurance in an amount not less than that prescribed by applicable law; and (iii) umbrella or excess liability insurance with a combined single limit of no less than Two Million U.S. Dollars (US\$2,000,000) or the local currency equivalent. Prior to any use of the Licensed Space at a Datacenter Facility (including, but not limited to, delivery of any of Customer's Equipment to a Datacenter Facility), Customer will furnish EBH with certificates of insurance that evidence the minimum levels of insurance set forth herein and which list EBH and EBH's landlord(s) as additional insureds (but the insurance must only list EBH's landlord as an additional insured if EBH so requests). In addition, Customer will notify EBH of any non-renewal, cancellation, reduction in policy limit or other material change in Customer's coverage at least forty-five (45) days prior to such change in coverage.

6.2. Waiver of Subrogation. Customer hereby waives and shall cause its property, workmen's compensation and general liability insurance carriers to waive any and all rights of recovery, claim, action or causes of action against EBH and its officers, directors, employees, agents and contractors, for any loss or damage that may occur to Customer or any party claiming by, through or under Customer, with respect to any negligence of EBH or the negligence of Customer which loss or damage is (or would have been, had the property insurance required by this Agreement been carried) covered by property insurance.

6.3. Insurance Requirements for Customer's Sublicensees or Contractors. Customer shall

Customer Initials: DS
JJA DS
AF

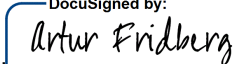
eBoundHost.com – ADF, Inc.
Supplemental Terms and Conditions: Licensed Space

require that its Sublicensees and contractors (and any subcontractors) and any other party performing work for Customer, carry and maintain, and provide evidence thereof to Licensor, insurance policies evidencing insurance reasonably acceptable to EBH, including, without limitation, Builder's Risk, installation insurance, and other forms of property insurance, and commercial general liability coverage, in amounts reasonably acceptable to EBH.

7. DISCHARGE OF LIENS

Customer shall promptly pay all contractors and material men, so as to minimize the possibility of a lien attaching to the Datacenter Facility or any Licensed Space, and should such lien be made or filed, Customer shall bond against or discharge the same within ten (10) days after written notice.

EBOUNDHOST.com – ADF, Inc.

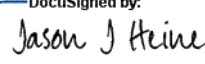
DocuSigned by:

Signature: _____
CCFB80B4670F4E2...
Artur Fridberg
Print Name: _____
President
Title: _____
March 5, 2013
Date: _____

Customer also agrees to supply EBH with partial and/or final waivers of liens by any contractors and/or material men hired or engaged by Customer. Every contract for repairs, additions, alterations, or any other improvement of the premises shall contain an express, full and complete waiver and release of any and all liens, or claims or rights of lien against the Datacenter Facility.

8. EXECUTION

This document may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. This document may be executed by email or facsimile. The Parties have executed this document as of the last date of execution below.

CUSTOMER

DocuSigned by:

Signature: _____
48971411962844D...
Jason J Heine
Print Name: _____
Director of Finance
Title: _____
March 3, 2013
Date: _____

Customer Initials:

eBoundHost.com – ADF, Inc.

Supplemental Terms and Conditions: Addendum A

1. Network and Power Availability SLA Modification

1.1. External Network (Public IP) availability to the Customer's core network devices is guaranteed at an aggregate 99.99% or greater.

1.2. Power delivery is guaranteed at 99.99% or greater.

1.3. Should either Power or Bandwidth SLA fall below 99.99%, 10% of the current monthly hosting fee of the impacted segment/server will be credited to Customer's future use.

1.4. Should either Power or Bandwidth SLA fall below 98%, 50% of the current monthly hosting fee of the impacted segment/server will be credited to Customer's future use.

2. Managed Services SLA

2.1. Definition of "Incident": Any unexpected service interruption caused by an action of EBH employee. Related interruptions are not to be considered as separate incidents.

2.2. If the number of Incidents increases to more than 2 per month in two consecutive months, contract can be cancelled within a 30 day window of the last qualifying incident, with a written notice.

2.3. Penalties for violating Managed Services SLA
 Incident 1) Written acknowledgment from Customer
 Incident 2) Impacted server and the server impacted during Incident 1 are discounted 100% for one month during the next billing cycle.
 Incident 3) 10% credit of total monthly bill.
 Incident 4) 25% credit of total monthly bill.

2.4. Each Incident must be documented by the Customer with a written notice to EBH.

2.5. Incidents expire after 60 days and do not accumulate per section 2.3 of Addendum A.

DocuSigned by:
EBOUNHOST.com – ADF, Inc.

Signature: Artur Fridberg
 Print Name: Artur Fridberg
 Title: President
 Date: March 5, 2013

3. Employee Screening and Breach of Security

3.1. EBH will maintain restricted access control procedures to the Customer's leased and owned equipment as well as hold private any confidential non-publicly available information obtained during servicing of the Customer's account.

3.2. EBH employees are under strict Non Disclosure Agreement.

3.3. Any breach of the NDA or unauthorized access to Customer's equipment or information will be reported to the Customer within 48 hours.

3.4. EBH employees will be subjected to background checks, prior to being granted access to equipment or private information.

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CUSTOMER

DocuSigned by:
Jason J Heine
 Signature: 48971411962844D...
 Print Name: Jason J Heine
 Title: Director of Finance
 Date: March 3, 2013

Customer Initials:

DS
 JH

DS
 AF