



100 South Wacker Suite 600
Chicago, IL 60606

ORDER FORM Q-09865

Customer Name: AppDynamics LLC

Address: 303 Second Street, North Tower 8th Floor San Francisco, CA 94107

Billing Contact: Rachael Tauber rachael.tauber@appdynamics.com

Offer Valid Through: 10/15/2019

This Order Form Q-09865 is governed by the Master Terms and Conditions effective as of December 26, 2018 (the "Terms") and the G2 Crowd Application Addendum, attached hereto, each of which is incorporated by reference.

OFFERINGS LICENSED:

Subscription Term: October 8, 2019 – October 7, 2021			
Name:	Employees ("EE")	Monthly Fee/EE	Annual Fees
G2Track Enterprise	2600	\$5.00 USD	\$156,000 USD
Annual Discount			(\$36,000 USD)
Annual Fees			\$120,000 USD

SUBSCRIPTION TERM:

Start Date: 10/08/2019	End Date: 10/07/2021
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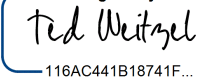
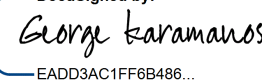
PAYMENT TERMS:

Invoicing Terms: Upon Execution	Billing Frequency: Annual Up Front		
Payment Terms: Net 60	Year 1: \$120,000	Year 2: \$120,000	

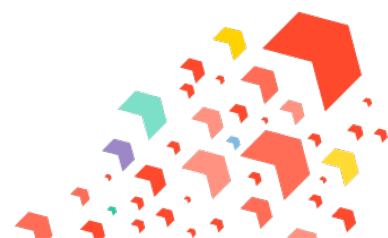
PO NUMBER: Is a purchase order number required to invoice these fees?

☐ No ☒ Yes, and that purchase order number is: TBD

AGREED TO AND EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES.

G2 CROWD, INC.	AppDynamics LLC
BY:  DocuSigned by: 116AC441B18741F...	BY:  DocuSigned by: EADD3AC1FF6B486...
NAME (PRINTED): Ted Weitzel	NAME (PRINTED): George Karamanos
TITLE: VP Finance	TITLE: General Counsel
DATE: October 10, 2019	DATE: October 10, 2019

CONFIDENTIAL





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PAYMENT BY ACH/WIRE TRANSFER

To send payment via wire transfer, please include the following:

Beneficiary

Name: G2 Crowd, Inc

Address: 20 N. Upper Wacker Dr., Suite 1800
Chicago, IL 60606 USA

Bank Account Number: 3302401611

Beneficiary Bank

Bank Name: Silicon Valley Bank

Beneficiary Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054 USA

ABA/Routing Number: 121140399

Swift code: SVBKUS6S

PAYMENT BY CHECK

To remit payment by check, please send signed check to:

G2 Crowd, Inc.
Dept CH 10882
Palatine, IL 60055-0882

CONFIDENTIAL





G2 CROWD APPLICATION ADDENDUM

This G2 Crowd Application Addendum (“Addendum”) specifies the terms and conditions that apply to Your access and use of the G2 Crowd Track Application (the “Application”), as specified in the Order Form to which this Addendum is attached, and is incorporated into the Terms executed by the parties. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Terms.

1. **License Grant.** To the extent specified in an Order Form, G2 Crowd hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable (except as expressly stated in the Terms) license to access and use, solely as specified in the Terms and the relevant Order Form, the Application for the Subscription Term.
2. **Your Responsibilities.** You will (a) be responsible for Your Application Users' compliance with this Addendum, the Documentation, and each Order Form, (b) be solely responsible for the accuracy, quality, integrity, and legality of Your Data, the means by which You and/or Your Users acquired Your Data, You and Your Users' rights to use Your Data with the Application, and the interoperation of any Non-G2 Crowd Applications (as defined herein) with which You and Your Users use the Application, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Application, and notify G2 Crowd promptly of any such unauthorized access or use, (d) access and use, and cause Your Users to access and use, the Application only in accordance with the Terms, this Addendum, the Documentation, each Order Form, and applicable laws and government regulations, including without limitation those related to privacy, electronic communications, and anti-spam laws and regulations, and (e) comply with terms of any Non-G2 Crowd Applications with which You and Your Users use the Offerings. For purposes of this Addendum, “User” means an individual who is authorized by You to use the Application, for whom You have purchased a subscription and to whom You (or, when applicable, G2 Crowd at Your request) have supplied a user identification and password (for Offerings utilizing authentication). Users may include Your employees, consultants, contractors and agents, and third parties with which You transact business, each of whom is acting solely on or for Your behalf.
3. **Usage Limits.** The Application may be subject to usage limits as specified in the applicable Order Form and Documentation. If You or Your Users exceed a contractual usage limit (“Excess Usage”), G2 Crowd will work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding G2 Crowd's efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of Users/seats/etc. for the applicable Application promptly upon G2 Crowd's request, and/or pay any invoice for excess usage in accordance with the "Fees and Payment" section of the Terms. Excess Usage shall be billed at the same rate as the fees in the applicable Order Form.
4. **Ownership of Your Data.** As between G2 Crowd and You, You exclusively own all rights, title, and interest in and to all electronic data and information submitted or uploaded by or for You, including through integrations with other systems, to the Application (“Your Data”). You hereby grant G2 Crowd, its Affiliates, and its and their applicable contractors a limited, personal, non-transferable, non-assignable (except as expressly stated herein), worldwide, non-exclusive license to host, copy, use, transmit and display Your Data, as appropriate for G2 Crowd to provide and ensure proper operation of the Application and associated systems. Notwithstanding the foregoing, You agree that G2 Crowd shall have the right to: (a) access and use Your Data (i) to provide, maintain, and update the Application; (ii) for the purpose of providing statistical insights and analysis to You related to You and Your Users' use of the Application; and (b) anonymize and aggregate Your Data (such as anonymized and aggregated data, “Aggregate Data”) to prepare reports, studies, analyses, and other work product resulting from such Aggregate Data; provided that under no circumstances shall G2 Crowd distribute or otherwise make available to any third party any data that is identifiable as Your Data. Subject to the limited licenses granted herein, G2 Crowd acquires no right, title, or interest from You under the Terms or this Addendum in or to any of Your Data.





5. **Non-G2 Crowd Application.** As used herein, “Non-G2 Crowd Application” means a web-based, mobile, offline or other software application functionality that interoperates with an Offering, that is provided by You or a third party on behalf of You. Non-G2 Crowd Applications, other than those obtained or provided by You, will be identifiable as such.
6. **License by You for Non-G2 Crowd Applications.** To the extent applicable, You grant G2 Crowd, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-G2 Crowd Applications and program code created by or for You using an Application or for use by You with the Application as appropriate for G2 Crowd to provide and ensure proper operation of the Application and associated systems in accordance with this Addendum. If You choose to use a Non-G2 Crowd Application with an Application, You grant G2 Crowd permission to allow the Non-G2 Crowd Application and its provider to access Your Data and information about Your usage of the Non-G2 Crowd Application as appropriate for the interoperation of that Non-G2 Crowd Application with the Application.
7. **Feedback.** You and Your Users hereby grant G2 Crowd and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and assignable license to use and incorporate into the Offerings any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by You or Users relating to the operation of the Offerings.
8. **Conflicts.** To the extent that there is any direct conflict between the Terms and this Addendum, this Addendum shall control.

