



Sales Order

111 West Monroe Street
Phoenix, AZ 85003
Phone: (623) 565-9613

Order ID:

SO001994

Purchased By:
Contact:

AppDynamics LLC
Evelyn Lin
303 Second Street;
North Tower, 8th Floor
San Francisco, CA 94107
United States
Phone: (415) 442-8400
Email: evelyn.lin@appdynamics.com

Integrate Sales Rep:
Andrew Heide
andrew.heide@integrate.com

Contact Details

BILL TO:

APPDYNAMICS LLC
WENDY SIN
303 SECOND STREET;
NORTH TOWER, 8TH FLOOR
SAN FRANCISCO, CA 94107
United States
Phone: (415) 442-8400
✉ accounts payable@appdynamics.com

SOLD TO:

APPDYNAMICS LLC
EVELYN LIN
303 SECOND STREET;
NORTH TOWER, 8TH FLOOR
SAN FRANCISCO, CA 94107
United States
Phone:
✉ evelyn.lin@appdynamics.com

Subscription Terms

Payment Terms	Start Date	End Date	Billing Cycle	Contract Term	Auto Renew	Renewal Term
Net 30	05/01/2019	04/30/2020	Annual	1 Year	Yes	1 Year

Plan Details

Product	Description	List Price	Discount	Price
Software - Marketer	SaaS - Marketer Subscription Full System Access Designated Customer Success Manager Power Users with Support: 2 Additional Users: 15 Integrated Sources: 15 Included Records: 10,000 Access to Data and Digital Marketplace Standard MA and/or CRM Integrations	\$45,000.00	(\$33,000.00)	\$12,000.00
Total				\$12,000.00



Sales Order

Terms and Conditions

1. **Billing Terms:** Payment is due per the Payment Terms listed above. Unpaid invoices are subject to a late payment charge of 3.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all reasonable expenses and fees, including attorney fees, of collection. All payment obligations are non-cancellable, and all fees paid are non-refundable.

a. **Payment Dates:**

- i. **Total.** An invoice for the Total will be sent upon execution of the Sales Order.
- ii. **Data Capacity:** Data capacity reflects the load Marketer will place on the system, as measured by the number of Records created. In the event Marketer exceeds the Record count listed above prior to the term end date above, the following flat-rate fees apply for the purchase of additional Records:

DATA CAPACITY INCREASE	PRICING
Additional 15,000 Records	\$30,000
Additional 25,000 Records	\$45,000
Additional 50,000 Records	\$80,000

- ii. **Records Overages.** If Marketer exceeds the number of Records included with this Sales Order and chooses not to increase their data capacity, Marketer will be billed \$5.00 per additional Record delivered ("Overages"). Invoices for Record overages will be sent on the first of the month after the Marketer has exceeded the applicable allocation listed in the Plan Details above (collectively "Overages").

b. If any amount due is over thirty (30) days overdue, Integrate may, without limiting its other rights and remedies suspend Marketer's use of the Platform and Services until such amounts are paid in full.

c. Any discounts offered are for the term of this Sales Order only. Unless otherwise agreed to in a subsequent renewal Sales Order, all autorenewals will be at "List Price".

d. Marketer is responsible for and will reimburse Integrate for any travel and related expenses for on-site training.

e. Integrate's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). The Sold To address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased. Marketer is responsible for paying all Taxes associated with its purchase of all services. If Integrate has the legal obligation to pay or collect Taxes for which Marketer is responsible under this section, Integrate will invoice Marketer and Marketer will pay that amount unless Marketer provides Integrate with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, Integrate is solely responsible for taxes assessable against it based on Integrate's income, property, and employees.

f. Payment may be made by ACH, wire transfer or check made payable in United States dollars. Any and all banking or transaction fees must be paid by the Marketer.

2. **Terms and Conditions:** This Sales Order is governed by the SaaS Agreement: Terms and Conditions executed by and between the Integrate.com, Inc. and AppDynamics LLC (formerly AppDynamics, Inc.) on December 18, 2014, as amended (collectively the "Agreement"). Capitalized terms not defined but used herein, will have the same definition as provided in the Agreement. Unless otherwise set forth in the Agreement or this Sales Order, the Plan Details purchased hereunder is non-cancellable and all fees are non-refundable.



Sales Order

Signatures

IN WITNESS THEREOF, each party has entered into this Sales Order as of the Date signed below.

AppDynamics LLC	
Signature	<small>DocuSigned by:</small> <i>George Karamanos</i> <small>EADD3AC1EF6B486</small>
Name	George Karamanos
Title	VP and Deputy General Counsel
Date	June 27, 2019

Integrate.com	
Signature	<small>DocuSigned by:</small> <i>Eric Krich</i> <small>079E5B4E1437406...</small>
Name	ERIC KRICH
Title	VP Risk and Compliance
Date	June 27, 2019

Purchase Order			
	No	Yes	Purchase Order Number
Does your company require the use of Purchase Orders ("PO"):		X	TBD